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WC/6759

**AGREEMENT
BETWEEN
THE CITY OF BUFFALO, NEW YORK
AND
AMERICAN FEDERATION
OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 650,
AFL-CIO
JULY 1, 2001 TO JUNE 30, 2004**

LOCAL 650 OFFICERS

MICHAEL F. DRENNEN PRESIDENT
MICHAEL H. HOFFERT VICE PRESIDENT
FRANCIS R. CAHILL SECRETARY-TREASURER
CARRIE GENOVESE RECORDING SECRETARY
HERMAN POTTS SERGEANT-AT-ARMS

EXECUTIVE BOARD MEMBERS

MARY BARTOLOTTA
PAMELA GRZEBIELUCHA
MARY R. ZIZZO

TRUSTEE

ROSE MARIE VAN KERKOVAN

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THIS AGREEMENT, entered into this 25th day of April 25, 2003, by and between the CITY OF BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "City", and LOCAL 650, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union".

WITNESSETH:

WHEREAS, it is the public policy of the City to promote harmonious and cooperative relationships between the City and its employees; and

WHEREAS, it is the further policy of the City to protect the public by assuring at all times the orderly and uninterrupted operations and functions of its government; and

WHEREAS, these policies are best effectuated by

- (A) Granting to its public employees the right of organization and representation, and
- (B) Requiring the City to negotiate with and enter into written agreements with employee organizations representing public employees which have been certified or recognized; and

WHEREAS, the City has recognized the Union for the purpose of negotiating collectively in the determination of and administration of grievances and also for negotiating and entering into a written agreement with the said Union; and

WHEREAS, the parties hereto have negotiated in good faith with respect to compensation and other terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings and desire to embody them in a formal agreement, which the Common Council of the City has authorized the Mayor to execute pursuant to Common Council Proceeding Item No. 58, C.C.P., June 24, 2003.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 EXCLUSIVITY

- (A) The City hereby recognizes the Union as the sole and exclusive negotiating Agent for all of the employees whose job titles appear on Appendix C, hereto annexed for the purpose of establishing salaries, wages, hours of employment, and other terms and conditions of employment, and the administration of grievances arising thereunder for the term of this Agreement, pursuant to the provisions of the Public Employees' Fair Employment Act, as amended, and hereby grants the Union unchallenged representation status in the described bargaining unit for the maximum period permitted by law.
- (B) The City agrees that it will consult with the Union regarding other job titles which it may establish or change as to salary grades and rates of compensation thereof, and which are represented by the Union.
- (C) Any new job title, where applicable, be placed in the Union within sixty (60) days of its creation.

1.2 DUES AND FEES

- (A) The City shall deduct membership initiation fees from the wages of those employees who have filed with the Comptroller an appropriate written authorization to do so and shall remit the same to the Union. The City shall also deduct Union dues each pay period from the wages of those employees who have filed with the Comptroller an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wages shall be certified to the Comptroller by the Union. These deductions shall continue in effect for the life of the Agreement or until a written revocation of the authorization is filed with the Comptroller by registered mail and a duplicate copy thereof has also been served upon the Union by registered mail.
- (B) Payroll deduction of Union dues under the properly executed authorization forms, "Payroll Deduction of Union Dues", shall become effective at the time the form is signed by the employee and shall be deducted from the first pay period possible and each pay period thereafter from the pay of the employee.
- (C) The aggregate total of all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the Union on or about the tenth (10th) day of every month.
- (D) Any change in the amount of Union dues to be deducted shall be certified by the Union in writing and be forwarded to the City.

1.3 DISAFFIRMANCE OF RIGHT TO STRIKE

The Union reaffirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow-down by its members against the City, nor to assist or participate in any such acts, nor to counsel, advise, urge or impose upon its members an obligation to conduct, assist or participate in such a strike or other acts as herein defined.

In the event that the Union or any of its members are found to be in violation of the provisions of this shall be subject to all the penalties imposed by law.

1.4 MANAGERIAL RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the City including, but not limited to, the right to determine the mission, methods, purposes and objectives of the City, to include the examination, selection, recruitment, hiring or promotion of employees pursuant to law, to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law, and to discipline or discharge employees in accordance with law and the provisions of this Agreement, are retained by it.

1.5 PRODUCTIVITY

The Union recognizes the necessity of continuous improvement in productivity throughout the City's operations covered by this collective bargaining agreement, and, in this connection, it will urge its representatives and members to cooperate with the City in accomplishing this result.

1.6 UNION BULLETIN BOARDS

The City agrees to furnish and maintain mutually agreed upon number and location of suitable bulletin boards in convenient places in each work area to be used by the Union. The size of these boards shall be mutually agreed to and shall display the Union insignia. The Union shall limit its posting of notices and bulletins to such boards.

1.7 ACCESS TO PREMISES

The City agrees to permit representatives of the International Union, The Union Council, and the Local Union to enter the premises of the City for individual discussion of working conditions with employees and Union sponsored programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employee, and provided that the Director of Labor Relations be notified in advance.

1.8 AGENCY SHOP

- (A) Any present or future employee represented by the Union who is not a Union member and who does not make application for membership shall have deducted from their wage or salary the amount equivalent to the dues levied by such employee organization. The Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided, however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.
- (B) For the purpose of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary, provisional, or temporary personnel, or those who have been in City service on a full time basis for six (6) consecutive months or more. Daily and seasonal workers are not covered by the terms of this Agreement.
- (C) The employee organization shall indemnify and hold harmless the City of Buffalo and its officials or employees from any causes of action, claim, loss, or damage incurred as a result of the City's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the City of Buffalo and its officers and employees

shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

1.9 RESIDENCY REQUIREMENT

Pursuant to Common Council Proceeding Item No. 130 of December 28, 1976, the following is mandated into this contract. Effective January 1, 1977, the following shall apply:

- (A) Any employee presently living outside the City will be exempt from the provisions of Section 4, Chapter 1 of the City Ordinances.
- (B) Any non-resident City employee not entitled to a statutory exemption shall establish his residence within the City within six (6) months of receiving a promotional appointment, and that failure to do so will void the appointment.
- (C) All present City employees who reside in the City and who are not entitled to a statutory exemption from residence are required to maintain their residence within the City.

1.10 BILL OF RIGHTS

To insure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- (A) No employee shall be required by the City to submit to an interrogation after charges under Section 75 have been served unless he is afforded the opportunity of having a Union representative present.
- (B) No recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.
- (C) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.

1.11 REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within fifteen (15) days of a written request to his agency or department, have an opportunity to review his personal history folder in the presence of an appropriate official of the department or agency. He shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

1.12 CITY SERVICE DEFINED

For the purpose of this Agreement, the term "City Service" shall include service with the Buffalo Board of Education, Buffalo Housing Authority, Buffalo Sewer Authority, the Buffalo Urban Renewal Agency and any City of Buffalo department or division whose job title is found in the approved City salary ordinances. Services with any other employer will not be considered City service, under any circumstances.

If an employee is hired by the City of Buffalo in a position represented by the Union and has immediate service or a break in service of one (1) year or less from the above referenced agencies, the employee's vacation and personal leave entitlements shall be based on their original date of hire in these agencies, with appropriate adjustments made for any breaks in service. If the employee's hiring by the City of Buffalo is preceded by a break in service of more than one (1)

year he shall be treated as a new employee. Prior City service will count for vacation purposes only.

1.13 EMPLOYEE INFORMATION

It shall be the responsibility of the employee to keep the City informed of the employee's current address and telephone number. All notices of change of address and/or phone number to the department head shall be filed within ten (10) days of the effective date of the change.

ARTICLE II

PLEDGE AGAINST DISCRIMINATION AND REPRISAL

- (A) The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, disability or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
- (B) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.
- (C) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- (D) The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or reprisal by the City or any representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

ARTICLE III

SALARIES AND HOURS OF WORK

3.1 SALARY AND ADJUSTMENT

- (A) Effective July 1, 2001, the City agrees to pay to all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule A. Schedule A represents a salary increase of zero (0%) percent for all titles represented by the Union.
- (B) Effective July 1, 2002, the City agrees to pay to all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule A-1. Schedule A-1 represents a salary increase of two and one half (2.5%) percent for all titles represented by the Union.
- (C) Effective July 1, 2003, the City agrees to pay to all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule A-2. Schedule A-2 represents a salary increase of two and one (2.5%) percent for all titles represented by the Union.

- (D) The City shall pay all salaries and wages upon a bi-weekly basis. The City shall have the option to directly deposit payroll checks. In the event that the regular scheduled day of payment is a holiday, payment shall be made upon the day preceding.
- (E) All employees hired on or after July 1, 1983 into positions represented by the Union, shall have a starting salary and four (4) equal incremental steps. The incremental steps shall be obtained on the employee's anniversary date of hire, which date shall be adjusted for any leaves of absence or suspensions without pay which exceed thirty (30) calendar days. The employee will reach the maximum salary in four (4) years from the date of hire.

An employee whose date of hire was prior to July 1, 1983 and is subsequently promoted or changes job titles will fall under the old three (3) step salary schedule.

- (F) Effective July 1, 1993 the salary for the title Clinical Counselor shall be upgraded to the same salary as the salary for Youth Counselor, and the salary for the title Assistant Registrar of Vital Statistics shall be upgraded to the same as the salary for the former title of Registrar of Vital Statistics.

3.2 HOURS OF WORK

- (A) The regular hours of daily work shall be consecutive except for interruptions for lunch.
- (B) The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.
- (C) (1) The normal workday for employees working in offices located in City Hall shall consist of no more than eight (8) hours each day, from 8:30 a.m. to 4:30 p.m., with a one (1) hour lunch period. Effective October 1, 2001, "New Hires," may at the discretion of the department head work either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. In the event that a Local 650 member working 8:30 a.m. to 4:30 p.m., in an office located in City Hall, should leave the employment of the City of Buffalo, those 650 members working 9:00 a.m. to 5:00 p.m. shift will have the right to fill the 8:30 a.m. to 4:30 p.m. shift based upon bidding by seniority except for the period commencing on the first day of July and ending on the first Monday of September of each year, during which period of time each year the hours of employment shall be from 8:30 o'clock a.m. to 4:00 o'clock p.m. with a one (1) hour lunch period. An employee must work four (4) hours (3.75 hours during summer hours) in order to be entitled to a lunch period.

The normal work day for all other employees covered by this Agreement shall be the same as that which was in effect prior to the effective date of this Agreement.

- (2) An employee, who is unable to receive summer hours due to the nature of his/her employment, shall receive a lump sum payment equivalent to one and one-half (1 1/2) days' pay if said employee is on the active payroll on August 1. Said payment shall be issued no later than October 15.

Payment, as specified above, shall be issued regardless of an individual's payroll status on the date payment is issued. If an individual is no longer on the active payroll at the time payment is issued, said payment shall be mailed to the individual's last known address.

- (D) All employees shall be scheduled to work at a regular work shift as determined by the department head, which work shift shall have a regular starting and quitting time. Except for emergency situations, no changes shall be made in work shifts without prior consultation with the Union.

- (E) The City shall maintain and make available to the Union a daily record showing the time worked by each employee.
- (F) All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest periods shall be scheduled at the middle of each one-half (1/2) shift wherever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular fifteen (15) minute rest periods that occur during the said shift.
- (G) Any employee called to work outside his regularly scheduled shift shall be paid for at least four (4) hours' work at his straight time rate of pay, whether the entire four (4) hours are worked or not. Employees who work in excess of two and three-fourths (2 3/4) hours shall be compensated at time and one-half (1 1/2) for all time worked.
- (H) All employees shall be paid at time and one-half (1 1/2) for any of the following work:
 - (1) All work performed in excess of eight (8) hours in any work day.
 - (2) All work performed in excess of forty (40) hours in any work week.
 - (3) All work performed before or after any scheduled work shift.
 - (4) All work performed on Saturday, Sunday or holiday for those employees on a Monday through Friday work schedule. All hours for which an employee has been compensated shall be considered hours worked for the purpose of computing overtime.

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom those days fall regularly within their work week.

Employees shall be paid time and one-half (1 1/2) for all work performed on the sixth and seventh day of their regular work week.

For the purpose of this article, excused absence or sick leave within a regularly scheduled five (5) day work week shall be counted as days worked for the purpose of computation of premium pay.

- (I) Overtime work shall be offered equally to all employees working within the same job classification or department. The opportunity to work overtime shall be offered to the employees within the same job classification or department. The opportunity to work overtime shall be offered to the employees within the job classifications of the department involved on a rotation basis. Employees who are offered overtime work on this basis but who decline to accept shall be considered to have worked overtime for the purpose of determining equal distribution of overtime. Overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime, except in cases of emergency. In such a circumstances, the department head is authorized to direct his employees to work overtime for reasonable periods.

The parties agree that the following procedure will be implemented with respect to Article III Salaries and Hours of Work, subsection 3.2(1), as it pertains to the members of Local 650 employed by the Buffalo Police Department.

- (1) Overtime opportunities shall be posted and filed as they become available, unless the overtime becomes available within seventy-two (72) hours of the need at which time the employees on the applicable overtime wheel shall be contacted by telephone. A log will be

required to be completed to verify that the call was made, the time, the number called, and the response obtained.

(2) The only exception to not working overtime and not being considered as declining said work are: the employee's regular work shift and the offered overtime conflict or the employee is on approved leave.

(3) The overtime wheel shall be comprised of all employees working in the same job classification in each district/precinct or section. Only after it has been determined that the overtime cannot be filled from said wheel can the department use a voluntary department wide wheel of those qualified to fill same. When overtime occurs in a district and cannot be filled within that district, the overtime will then be offered to the next district in alphabetical order (e.g. Overtime is unable to be filled in District A, it will be offered to B District, this will continue until the overtime is filled. NOTE: E District will begin with A District.

The City of Buffalo, NY, Department of Audit & Control and Local 650, AFSCME, AFL-CIO hereby agree that overtime opportunities in the Department of Audit & Control shall be offered equally to all employees working within the same job classification within their respective section. Overtime opportunities shall be offered on a rotation basis using seniority dates as the method to offer same. Employees who are offered overtime but decline to accept shall be considered to have worked overtime for the purpose of determining equal distribution of overtime. Employees who are on paid leave time, shall not be considered as declining the overtime opportunity.

(J) At the option of the employee, employees may be compensated for overtime work either by time or money. No overtime payments shall be made unless the overtime work has been specifically authorized by the department head or his designated representative. In addition, no overtime work shall be ordered unless there has been an appropriate appropriation of funds for that purpose. All compensatory time is earned at the rate of time and one-half (1 1/2).

(K) Any employee temporarily transferred or assigned to the duties of a higher position for more than one (1) day shall be paid for all such days worked either his current rate of pay or the increment level of the higher position corresponding to his own, whichever is greater. The Common Council shall receive notification of said out-of-title payment at the same time as the Division of Audit and Control.

Any employee in the Division of Water operations conducted, at 281 Exchange Street that is assigned to the duties of a higher position shall be paid for all such time, whether such time is for break relief, or lunch relief or time off by the employee of the higher position. Compensation shall be either the current rate of pay of the employee assigned to the higher position or the increment level of the higher position corresponding to his own, whichever is greater. This provision shall remain in effect only so long as American Water Works Company, Inc. remains responsible for the management of the Division of Water, and shall expire on the date that American Water Works' management ceases.

(L) Employees in the Recreation Division shall be entitled only to compensatory time with pay for all work performed in excess of their normal working hours. The department head may require that compensatory time, earned at the rate of time and one-half (1 1/2) for all such hours worked, will be used within thirty (30) days of the day it is earned.

(M) A record of the overtime hours worked by each employee shall be posted by the department and maintained on a weekly basis on the department bulletin boards.

3.3 FOUR DAY WORK SCHEDULE

The four (4) day ten (10) hour work schedule may be implemented upon agreement with individual departments, the Division of Labor Relations and the Union. The Individual Department Agreements will prevail. (Refer to Individual Department Agreements.)

3.4 FLEXTIME

Except for summer hours period, the normal working hours of 8:30 a.m. to 4:30 p.m. may be changed by mutual consent between the department head and the employee from 8:00 a.m. to 4:00 P.M., or 9:00 a.m. to 5:00 p.m. In cases of dispute between employees, seniority shall be the determining factor. It is further understood between the City and the Union that for the initial six (6) months of a newly implemented flextime schedule (8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m.) either party may withdraw and revert back to 8:30 a.m. to 4:30 p.m. After said period, any changes within the frame work of this article must be made by mutual consent between the employee and the department head.

3.5 NIGHT SHIFT DIFFERENTIAL

In addition to the established wage rates, the City shall pay a night shift differential of \$.30 per hour in bi-weekly installments to all second and third shift employees for all hours worked on shifts beginning between 2:00 p.m. and 7:00 a.m.

3.6 RATES OF PAY UPON PROMOTION

An employee promoted from one job, in a lower salary grade to another job, in a higher salary grade within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay in the beginning step of the higher salary grade.

If the beginning step in the higher salary grade is less than a \$250. increase, the employee shall receive the lowest increment in the higher salary grade that represents at least a \$250. increase.

ARTICLE IV LONGEVITY

- (A) Each employee who has completed the years of service set forth in Column I below shall receive annually, in addition to his salary, the payment set forth in Column II:

The revised longevity schedule shall be effective July 1, 1998, and paid retroactively in the first pay period following the approval by the Common Council.

COLUMN I	COLUMN II
5 years	\$400.00
10 years	\$725.00
15 years	\$1,050.00
20 years	\$1,375.00
25 years	\$1,700.00

- (B) Eligible service for the computation of this benefit shall be determined as follows:
- (1) Only active services rendered in a position, the salary of which is paid on an annual basis, under "Personal Services" of the City budget, may be counted. Seasonal and per diem service is not eligible service. Unpaid "leave time" should not be counted.
 - (2) Service rendered by employees on a temporary or provisional basis, or in the exempt, noncompetitive, or unclassified service, which immediately precedes permanent service, is eligible service. Service rendered by employees in the noncompetitive classification will be considered eligible service.
 - (3) An authorized leave of absence without pay does not constitute service time. Total active service, whether continuous or not, shall constitute service time.
 - (4) Service with any City department or agency is counted, including service with the Buffalo Board of Education, Buffalo Municipal Housing Authority, and the Buffalo Sewer Authority.
 - (5) Employees who are granted an approved leave of absence for Union activities, and who remain as active employees under the terms of the New York State Retirement System, will accrue longevity credit during such leave.
 - (6) An employee holding a provisional or temporary position while on leave of absence from a permanent position shall be entitled to longevity.
 - (7) All CETA employees who subsequently become permanent status City employees and are covered by this contract shall be credited for all CETA time up to June 28, 1979 for longevity purposes.
 - (8) An employee's longevity date shall be affected by all leaves of absence or suspensions without pay, which exceed thirty (30) calendar days. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence, the employee's longevity date would be adjusted according to the length of the leave. Therefore, the new longevity date is April 1, 1983.

- (9) Longevity payments will be prorated upon retirement or death.
- (C) Longevity payments shall be made in a lump sum upon the close of the pay period within which the anniversary date of hire occurs.

ARTICLE V

HOLIDAYS RECOGNIZED AND OBSERVED

- (A) The following are recognized holidays for the purpose of this Agreement for which an employee shall receive a day's pay:

New Year's Day	Labor Day
Dr. Martin Luther King Day (3rd Monday in January)	Columbus Day
President's Day (celebrated on Washington's Birthday)	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving Day
	Christmas Day

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the paid holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the paid holiday.

- (B) Should any of the holidays listed above occur during an employee's vacation period, his vacation shall be extended by the number of days equal to the number of holidays falling within his vacation period.
- (C) For the purpose of computing overtime, all holiday hours, whether worked or unworked for which any employee is compensated, shall be regarded as hours worked.
- (D) Any employee who is required to work on any of the holidays listed above shall be paid time and one-half (1 1/2) in addition to the holiday pay.

ARTICLE VI

HEALTH AND LIFE INSURANCE PLANS

6.1 MEDICAL INSURANCE COVERAGE

The City will pay 100% of the premium for the *two* (2) lowest cost plans. Employees will have the option of selecting their health plan. If an employee selects a plan other than one of the two (2) lowest cost plans, they will pay the difference between the plan they select and the average cost of the two (2) lower cost plans. All medical plans will provide prescription coverage for oral contraceptives. The City will make a Section 125 Plan available for employees to tax defer any applicable contributions. The City will provide Durable Medical Equipment (DME) rider to Health Care Plan at no cost to members of the bargaining unit.

New hire contribution to medical insurance: Effective October 1, 1999, all new hires will receive the lowest cost products at no cost with a 105H plan. If an employee selects another plan other than the lowest cost products they will pay twenty-five (25) percent of the monthly premium of the core coverage for single coverage and fifteen (15) percent of the monthly premium of the core coverage for family coverage. For the purposes of this section, "new hire" shall not include any person with prior 'City Service' as defined in Section 1.12 of this agreement, or a person with service in any City agency preceding their employment with the City.

Effective July 1, 2003, all new hires will receive the lowest cost product at no cost with a 105H plan. The 105H account balance for the year 2003 through June 30, 2004 will be no less than \$750 (family). Subsequent 105H accounts will be based on the open-enrollment numbers. The savings will remain at fifty (50) percent. If an employee selects another plan other than the lowest cost product they will pay twenty-five (25) percent of the monthly premium of the core coverage for single coverage and (15) percent of the monthly premium of the core coverage for family coverage. For the purpose of this section, "new Hire" shall not include any person with prior "City Service" as defined in Section 1.12 of this agreement, or a person with service in any City agency preceding their employment with the City.

All employees will continue to be covered by the selected plan in effect for the period of (1) one year following the expiration of their sick leave time upon such terms as required by the contract of coverage. The City will continue to pay the full cost of the lowest cost plans. Any contribution made by employees can be paid directly to the City or upon their return to work, the contributions due will be deducted from their paychecks.

All employees will continue to be covered by the Blue Cross Standard Hospitalization and Blue Cross Select 90-91 Medical Plans in effect for the period following the expiration of their sick leave time upon such terms and conditions as required by the contract of coverage. The City will continue to pay the full cost of this plan.

Employees will continue to be offered HMO coverage under the current practice and procedures. However, for the period which commences when the Blue Cross/Blue Shield coverage is switched to a Blue Cross Plan, to July 1, 1993, no employee will be required to pay more for HMO coverage than the cost of the employee contribution prior to the switch.

Each new employee appointed to any position represented by the Union in any capacity, on or after July 1, 1993 shall be eligible for medical, dental and life insurance benefits on the first day of the month following the completion of six (6) months of service in said position. An employee who has not yet fulfilled his or her eligibility period as outlined above shall be permitted to participate in the group medical, dental and life insurance plans provided the employee assumes the entire cost of the premium born by the City on behalf of the employee.

Employees on an approved leave of absence without pay who continue to receive medical insurance provided by the City will not be required to make contributions during the term of the leave of absence. Upon their return to work, the contributions due will be deducted from their paychecks.

Employees must notify Labor Relations of changes in marital/dependent status within twenty-one (21) days of the change.

6.2 RIDER COVERAGE

The City will provide the following Blue Cross benefit riders:

- (A) Major Medical - \$1,000,000. - \$50.00 Deductible.
- (B) Drug Prescription Rider - Co-Pay \$1./5. with mail order, including oral contraceptives.
- (C) Rider No. 8 Dependents to age twenty-three (23).
- (D) Rider No. 21 Psychiatric Care.

Effective 7/1/2001 the Univera Healthcare option available to members of the Bargaining unit will change from the current \$3.00 drug rider offered to members of the bargaining unit will be changed to a \$3/4/10.

Effective 7/1/2002 the Independent Health prescription drug rider available to members will change from the current \$3.00 co-pay to the 3 Tier option \$5/15/30 drug rider.

Effective 7/1/2002 for Community Blue, the current \$3.00 drug rider offered to members of the bargaining unit will be changed to \$5/15/35 drug rider.

All Health Insurance coverages specified in the Collective Bargaining Agreement are subject to product availability from various carriers. Provided the coverage specified is available, it will be provided as specified. If the health insurance carrier(s) unilaterally reduce the coverage offered, the City is responsible to maintain the most similar coverage available by the health insurance carrier. If such a reduction in coverage offered is unilaterally imposed by the health insurance carrier(s), the parties agree to negotiate a resolution.

6.3 MEDICAL INSURANCE UPON RETIREMENT

The City will provide retirees with a health insurance open enrollment period prior to their retirement. The retiree will have the option of selecting their retirement health plan. The City will pay 100% of the premiums for any of the two (2) lower cost plans. If the retiree selects a more expensive plan, they will be required to pay the difference between their plan and the average cost of the two (2) lower cost plans.

To qualify for this benefit, an employee must have at least ten (10) years of continuous service, immediately proceeding the date of retirement.

It is understood between the parties that employees who retired prior to July 1, 1985 shall not receive psychiatric care coverage, Rider No. 21.

6.4 PAYMENT IN LIEU OF MEDICAL INSURANCE COVERAGE

- (1) An employee who is represented by the Union and entitled to single Medical Insurance Coverage as provided above, may elect to waive such coverage if the employee is a dependent under a family medical insurance policy and is provided with medical insurance coverage under said policy or if the employee has single medical insurance coverage by virtue of the employee's employment elsewhere.

An employee waiving coverage may be required to show proof of either the coverage as a dependent, or the coverage obtained as a result of alternate employment, to the City and the Union. An employee who desires to waive such Medical Insurance Coverage shall notify the

City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. An employee waiving coverage shall have his or her written request placed in the employee's personnel file. The employee will receive the sum of twenty-six (26) dollars per month to be paid by separate check, on June 30 of each year.

Should either the coverage as a dependent or the coverage received as a result of alternate employment be terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the Medical Insurance Coverage plan provided herein, and the employee will be provided full coverage without any preconditions or lapse in coverage.

An employee who has waived his or her Medical Insurance Coverage and who desires to be reinstated to the Medical Insurance Coverage as provided in Section 6.1 shall notify the City and the Union in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the City.

(2) An employee who is represented by the Union and entitled to family Medical Insurance Coverage as provided above, may elect to waive such coverage if the employee's spouse has family medical insurance coverage or if the employee has family medical insurance coverage by virtue of the employee's employment elsewhere.

An employee waiving coverage may be required to show proof of either the spouse's coverage or the coverage obtained as a result of alternate employment to the City and the Union. An employee who desires to waive such Medical Insurance coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. An employee waiving coverage shall have his or her written request placed in the employee's personnel file. The employee will receive the sum of sixty (60) dollars per month to be paid by separate check, on June 30 of each year.

Should either the spouse's coverage or the coverage received as a result of alternate employment be terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the Medical Insurance Coverage plan provided herein, and the employee will be provided full family coverage without any preconditions or lapse in coverage.

An employee who has waived his or her Medical Insurance Coverage and who desires to be reinstated to the Medical Insurance Coverage as provided in Section 6.1 shall notify the City and the Union in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of the receipt of such notification by the City.

6.5 ALTERNATE MEDICAL INSURANCE COVERAGE

The Union agrees the City may seek bids for alternate hospital and medical coverage. All bid specifications will be submitted to the Union for its approval prior to publication. The City will negotiate with the Union the alternate hospital and medical insurance coverage and carrier proposed.

In the event the Union and City do not reach an agreement regarding both the proposed plan and the carrier who shall offer the plan, the current hospital and medical coverage shall remain in effect.

The Union and the City shall explore the possibility that savings realized as a result of bidding out health insurance coverage be used to purchase extended benefits.

A joint Labor-Management Committee shall be established to study medical insurance costs.

6.6 DENTAL CARE PROGRAM

- (A) Effective July 1, 2003, the City agrees to change the current dental plan, GHI Spectrum 2000 to the GHI Preferred Plan (100% Preventive and Diagnostic; 80 % Prosthetics; 100% Orthodontic) at no cost to the employee.
- (B) The Union has designated GHI, Buffalo, New York, as the party who will provide a dental care program to the employees represented by the Union upon such terms and conditions as may be agreed upon by the Union and GHI.
- (C) The sole obligation and responsibility of the City with regard to the dental care program is to make the required monthly payments. It has no responsibility for the rendering of dental services or for the nature and quality of the services rendered. The Union agrees to hold the City harmless with respect to any and all claims which may be made against the City arising out of the dental care program provided for herein.
- (D) The City shall have the option to bid out dental benefits, or to self-insure, provided that the benefits are equal to, or greater than, those currently enjoyed by employees. Any cost savings realized shall be shared with the Union in the form of increased benefits.

6.7 PAYMENT IN LIEU OF DENTAL INSURANCE

Each employee shall have the option of waiving dental coverage. For those employees who do so, the City will pay \$180.00 per year, payable in a single check on December 1 of each year.

6.8 DUPLICATION OF COVERAGE

If an employee and his or her spouse are both employed by the City or any city agency, one employee shall accept the medical insurance coverage program and the other will receive the monthly waiver payment.

The above provisions apply identically to the dental coverage provided for employees by the City.

6.9 GROUP LIFE INSURANCE

A life insurance plan shall be provided for all employees as provided below:

\$10,000	upon the death of the insured
\$10,000	additional upon the accidental death of the insured
\$ 4,000	upon the death of the current spouse of the insured
\$ 2,000	upon the death of each dependent child from age of seven (7) days to nineteen (19) years
Waiver of premium and conversion privilege	

ARTICLE VII

VACATIONS

7.1 ELIGIBILITY AND ALLOWANCES

- (A) Each employee who shall have been in the employ of the City for twelve (12) full months shall be eligible for a two week (10 days) vacation entitlement on the anniversary date of the employee's date of hire.
- (B) Subsequent vacation entitlements will accrue and be available for use on a monthly basis. Employees hired prior to July 1, 1983 shall be granted subsequent vacation entitlements according to the following schedule which takes effect January 1, 1983:

SCHEDULE B-1

Years of Service	Rate Per Month	Rate Per Year	Maximum Bank of Unused Vacation
1 – 5	6 2/3 hours	10 days	20 days
Upon completion of five (5) years - five (5) additional days or forty (40) hours added to bank			

Years of Service	Rate Per Month	Rate Per Year	Maximum Bank of Unused Vacation
6 years	10 2/3 hours	16 days	30 days
7 years	11 1/3 hours	17 days	30 days
8 years	12 hours	18 days	30 days
9 years	12 2/3 hours	19 days	30 days
10 years	13 1/3 hours	20 days	40 days
11 years	14 hours	21 days	40 days
12 years	14 2/3 hours	22 days	40 days
13 years	15 1/3 hours	23 days	40 days
14 years	16 hours	24 days	40 days
15 years & over	16 2/3 hours	25 days	50 days

- (C) Employees hired on or after July 1, 1983, shall be granted subsequent vacation entitlements according to the following schedule:

SCHEDULE B-2

Years of Service	Rate Per Month	Rate Per Year	Maximum Bank of Unused Vacation
1 to 5 Years	6 2/3 hours	10 days	20 days
Upon completion of five (5) years, five (5) additional days or forty (40) hours added to bank.			
6 to 10 years	10 hours	15 days	30 days
Upon completion of ten (10) years, five (5) additional days or forty (40) hours added to bank.			
11 to 15 years	13 1/3 hours	21 days	40 days
Upon completion of fifteen (15) years, five (5) additional days or forty (40) hours added to bank.			
16 years & over	16 2/3 hours	25 days	50 days

- (D) Vacation is earned in the following manner: each month that an employee receives paid compensation in the form of actual hours worked, vacation, sick leave, personal, bereavement, jury duty, or any other form of paid compensation for ten (10) or more days, he shall have been deemed to have earned his vacation entitlement. This vacation entitlement will be added to the employee's bank on the first day of the month next following the completion of each credited month of service.
- (E) If an employee's vacation anniversary date falls in the first fifteen (15) days of the month, that employee would begin earning the next level of vacation entitlement listed in Schedule B-1 or Schedule B-2 at the start of the following month. If the employee's vacation anniversary date falls on or after the sixteenth (16th) day of the month, that employee would begin earning the next level of vacation entitlement listed in Schedule B-1 or Schedule B-2, on the first day of the month following thirty (30) days after the employee's anniversary date. For example:

ANNIVERSARY DATE

DATE EMPLOYEE EARNS HIGHER VACATION ENTITLEMENT

March 12

April 1

March 21

May 1

7.2 VACATION PAY

- (A) The rate of vacation pay shall be the employee's regular straight time pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
- (B) Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period, provided a written request for same has been submitted to the Payroll Department at least seven (7) days-in advance.

7.3 CHOICE OF VACATION PERIOD

Vacations shall be granted for the period requested by the employee subject to the approval of the department head. Approval of vacation will occur within five (5) working days of submission for a week's request and 24 hours for any request less than five (5) consecutive days. If no response is received within time limit the request for vacation is considered approved. If the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority with the City shall be given his choice of vacation period in the event of any conflict. No vacation request shall exceed more than twenty-five (25) consecutive days at any one time.

7.4 VACATION RIGHTS IN CASE OF LAYOFF, RETIREMENT OR SEPARATION

Any employee who is laid off, retires, or separates from the service of the City for any reason (save for cause) shall be compensated in cash for the monetary value of his unused vacation time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate. An employee in his final month of service to the City who fulfills the requirements of 7.1. (D) of this section, shall have that month credited to his bank of unused vacation.

7.5 CHANGING VACATION PERIODS

Once vacation periods have been approved by a department head they shall not be changed unless such change is mutually agreed upon by the department head and the employees affected.

7.6 VACATION ACCUMULATION

In no instance shall any employee be allowed to exceed his maximum bank allotment (as listed in Schedules "B-1" and "B-2") unless written permission is received by his department head. The department head, at his sole discretion may allow a maximum of ten (10) additional vacation days to accumulate in excess of the maximum bank of unused vacation as listed in Article 7.1(B) or 7.1(C) in those specific instances listed below.

In no instance, however, will employees be compensated for any vacation days in excess of the employee's maximum bank of unused vacation as outlined in 7.1 and 7.4.

- (A) The department head requesting and the employee agreeing to forego scheduled vacation in order that said department may provide and maintain adequate service to the public.
- (B) Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation may request carryover privileges, providing that such illness or accident is medically verified by the attending physician and/or a physician designated by the City specifying the nature and date of the disability.
- (C) An employee being injured in the discharge of his duties.

7.7 TRANSFEREES

Those employees transferring into a position represented by the Union from another position with the City, the Board of Education, Municipal Housing Authority, Urban Renewal Agency, or Buffalo Sewer Authority will receive automatic credit for months of qualifying service as found in 7.1(B) or 7.1(C). Months and/or years of service which have been previously credited and/or compensated for vacation purposes will be adjusted accordingly. Under no circumstances will an employee be credited with vacation entitlements more than once for any period (months and/or years) of time. Determination of appropriate vacation entitlement shall be made by the Division of Labor Relations with the provision contained in this article.

7.8 REVISED VACATION ANNIVERSARY DATE

If an employee believes his vacation anniversary date should be changed to reflect additional service time, the employee must send a letter to the Division of Labor Relations for final determination. If the Director of Labor Relations determines that the employee's vacation anniversary date should be changed to reflect additional service time, the vacation entitlement will be credited, based on the revised vacation anniversary date, retroactive the immediately preceding twelve (12) months. In no case shall the additional vacation entitlement exceed the retroactive period as stated below.

Example

Current Vacation Anniversary Date: January 5, 1981

Revised Vacation Anniversary Date: January 5, 1977

Request Received by Labor Relations on April 5, 1984

<u>Received</u>		<u>Should Receive</u>	<u>Balance Due</u>
5/1/83	6 2/3	11 1/3	4 2/3
6/1/83	6 2/3	11 1/3	4 2/3
7/1/83	6 2/3	11 1/3	4 2/3
8/1/83	6 2/3	11 1/3	4 2/3
9/1/83	6 2/3	11 1/3	4 2/3
10/1/83	6 2/3	11 1/3	4 2/3
11/1/83	6 2/3	11 1/3	4 2/3
12/1/83	6 2/3	11 1/3	4 2/3
1/1/84	6 2/3	11 1/3	4 2/3
2/1/84	6 2/3	12	5 1/3
3/1/83	6 2/3	12	5 1/3
4/1/84	6 2/3	12	5 1/3
80 hrs.		138 hrs.	58 hrs.

Any employee's vacation anniversary date shall be affected by all leaves of absence or suspensions without pay which exceed thirty (30) calendar days. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence his vacation anniversary date would be adjusted according to the length of the leave. Therefore, his new anniversary date is April 1, 1983.

ARTICLE VIII

SICK LEAVE

8.1 TERMS AND CONDITIONS

Employees shall be granted full pay during absences due to sickness or other physical disability, to the extent of their sick leave credits, upon the following terms and conditions:

- (A) Employees with less than one (1) year of service shall earn sick leave credits at the rate of three-fourths (3/4) of a working day per calendar month of service, which shall be credited on the first day of the month next following the completion of each credited month of service.
- (B) Employees with more than one (1) year of service shall earn sick leave credits at the rate of one and one-fourth (1 1/4) working days per calendar month of service, which shall be credited on the first day of the month next following the completion of each credited month of service.
- (C) A credited month of service is defined as a calendar month in which an employee has been compensated for all but two (2) or less working days.
- (D) Employees shall accumulate sick leave as long as they are in the service of the City, up to a maximum of three hundred (300) working days.
- (E) Accumulated sick leave credits shall be transferred with an employee from one branch of the City service to any other branch thereof.
- (F) All absences due to sickness are to be reported to the appropriate department head within two (2) hours of the start time of the first day of illness whenever practicable. All employees are to make every effort to give notice of an absence due to illness as soon as possible. The department head may require reasonable proofs of illness including, but not limited to, a physician's certificate after three (3) consecutive work days. In the event of a failure to comply with the notice requirement, or if the proofs of illness are unsatisfactory, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.
- (G) Absence from duty for medical, dental, optical, or other physical examination may be charged against accumulated sick leave credits when approved by the department head. Sick leave may be used in cases when an immediate family member is ill and/or requires medical care and there is a need by the employee to attend them. The department head may require reasonable proof of illness and/or medical care from a physician after three (3) consecutive workdays.
- (H) Employees may elect to substitute vacation or personal time only if all accrued sick time has been exhausted.

- (I) Each employee entitled to benefits under the provisions of the Workers' Compensation Law who is temporarily unable to perform the duties of his position by reason of an injury received in the discharge of his duties and by reason thereof is necessarily absent from duty during a period of temporary disability which does not exceed a maximum of seven (7) days in duration following any such injury may, in the discretion of the head of his department or City agency, be allowed full pay for the working days he is so absent during any such period of temporary disability which does not exceed a maximum of seven (7) days in duration following any such injury, provided, however, that no such allowances of pay shall be made to any employee unless he shall have immediately returned to duty at the termination of the period of his temporary disability of not more than seven (7) days, and unless an accident report respecting his injury shall have been duly executed and filed, and when required by the head of his department or City agency unless a medical report respecting his injury shall have been duly executed and filed. Any different allowance of compensation to an employee on account of injury received in the discharge of his duties shall be determined exclusively by the Common Council. Injury leave allowances made in accordance herewith shall not be charged against accumulated sick leave credits.
- (J) When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or re-employed within one (1) year after such separation, or is reinstated or re-employed while eligible for reinstatement from a preferred list, his sick leave credits accumulated and unused at the time of his separation shall be restored.
- (K) All new employees of the Police and Fire Departments represented by the Union will have sick leave benefits as provided within this article.

8.2 UNUSED SICK LEAVE

The City agrees that upon retirement or death, any accumulated, unused sick leave, up to a limit of two hundred (200) days, can be "bought back" at a ratio of 2:5 (e.g., an employee with three hundred [300] days unused sick leave may use only two hundred (200) at a ratio of 2:5. The remainder can be applied to the employee's additional service credit for retirement as per Section 41-J of the New York State Retirement Act).

8.3 SICK LEAVE BANK

The parties agree to establish a Sick Leave Bank for the sole use of employees of the City who are members of the bargaining unit. The parties further agree to the following stipulations for the establishment and utilization of the Sick Leave Bank:

- (1) Employees contributing to the Sick Leave Bank must be members of Local 650, APSCME, AFL-CIO.
- (2) Employees must have at least ten (10) sick leave days to their credit at the time of contribution.
- (3) Employees may contribute a maximum of five (5) sick leave days (forty [40] sick leave hours) in units of eight (8) hours only.
- (4) Employees desiring to contribute to the Sick Leave Bank may do so by completing an authorization document obtained from Local 650.
- (5) Upon completion, all authorization documents must be returned to the Division of Labor Relations.

- (6) The Division of Labor Relations shall submit the original authorization document to the employee's department for certification, by the departmental timekeeper, that the employee has at least ten (10) sick leave days to his/her credit at the time of contribution.
- (7) The departmental timekeeper shall deduct the contribution to the Sick Leave Bank from the employee's sick leave account and certify that the appropriate deduction has been made.
- (8) The original authorization document shall be retained by the employee's department for placement in the contributing employee's personnel file.
- (9) Contributions to the Sick Leave Bank may not be rescinded once the authorization document has been submitted to the employee's department.
- (10) A copy of the authorization document, with the appropriate certifications, shall be returned to the Division of Labor Relations.
- (11) The Sick Leave Bank shall be closed to contribution when the said bank reaches (60) sick leave days.
- (12) The Division of Labor Relations shall submit the copy of the authorization document to the department of the employee for whom the Sick Leave Bank contribution has been made.
- (13) Contributions to the Sick Leave Bank shall be solely credited to the sick-leave account of the employee for whom the Sick Leave Bank contribution has been made, and the utilization of the sick leave days shall not be retroactive in nature.
- (14) A holiday, as recognized in the Local 650 Collective Bargaining Agreement, shall be considered to be a work day, and a sick leave day must be utilized.
- (15) The employee for whom the Sick Leave Bank contribution has been made shall not be eligible to accrue any leave time or benefits on his/her own behalf while utilizing the sick leave days from the Sick Leave Bank.
- (16) The employee for whom the Sick Leave Bank contribution has been made shall submit written verification of medical disability to his/her department head on a bi-weekly basis.
- (17) The Sick Leave Bank shall terminate upon the above referenced employee's return to work, upon exhaustion of the maximum sixty (60) sick leave days or, upon retirement or death, whichever occurs first.
- (18) If the Sick Leave Bank terminates prior to the exhaustion of the maximum sixty (60) sick leave days, the remaining sick leave days shall be deducted from the sick leave account of the above-referenced employee.
- (19) Upon termination of the Sick Leave Bank the remaining sick leave days shall be dissolved, and said days shall not be returned to the sick leave accounts of the contributing employees nor be eligible for "Buy Back".

8.4 PERFECT ATTENDANCE

Effective July 1, 1999: "Employees who have had perfect attendance for each three (3) month period, beginning July 1 of each contract year, shall receive 1.25 days credit for each three (3) month period. Employees shall be paid at the then contractual straight-time rate. Employees will be paid no later than August 15th of each year.

The usage of any sick time during a calendar quarter will disqualify said employee for that quarter only. Donations to a sick leave bank will not be counted as sick time usage for this purpose. Employees on leave of absence without pay, worker's compensation, or disciplinary suspension are not eligible for this benefit."

ARTICLE IX

LEAVES OF ABSENCE WITH PAY

9.1 JURY DUTY

The City shall grant a leave of absence, with full pay to any employee with thirty (30) days service who is required to serve for jury duty during such period as he is actually upon such duty.

9.2 PERSONAL LEAVE

- (A) All full-time annual employees shall be entitled to six (6) days Personal leave with pay during each fiscal year, which leave shall be non-cumulative. Employees who have not completed a full year of service with the City shall earn personal leave time as follows:
- (1) A full-time annual employee commencing work prior to October 1 shall be credited with six (6) days upon completion of three (3) months of City service.
 - (2) A full-time annual employee commencing work on or after October 1, but prior to January 1, shall be credited with three (3) days upon the completion of three (3) months of City service.
 - (3) A full-time annual employee commencing work on or after January 1, but prior to April 1, and completing three (3) months of City service shall be credited with six (6) days on July 1.
- (B) All full-time annual employees hired on or after July 1, 1980 shall be entitled to the following personal leave:
- (1) Two (2) days personal leave upon the completion of one (1) year of service.
 - (2) Four (4) days personal leave upon the completion of two (2) years of service.
 - (3) Six (6) days personal leave upon the completion of three (3) years of service.

An employee's personal leave date shall be affected by all leaves of absence or suspensions without pay, which exceed thirty (30) calendar days. For example an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence his personal leave date would be adjusted according to the length of the leave. Therefore, his revised personal leave date is April 1, 1983.

Personal leave entitlement which is not used by the next succeeding anniversary date will be converted to sick leave.

- (C) This personal leave may be used at the employee's discretion, provided that he gives at least twenty-four (24) hours notice, in writing, to his superior, except where an emergency situation makes the giving of notice impossible, and, provided further, that his absence will not seriously hamper or impede the necessary work of his department. Such personal leave may not be taken in units of less than one-half (1/2) of a working day. One-half (1/2) day of personal leave shall begin or end four (4) hours after the start of the normal work day, and three (3) hours and forty-five (45) minutes after the start of the summer hours work day.

9.3 UNION LEAVE

Any member of the Union who is elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time off is of a reasonable duration as determined by the Director of Labor Relations. This right of attendance, moreover, shall be governed by any conditions restrictions, or limitations contained in the International Constitution of the Union.

9.4 BEREAVEMENT LEAVE

Each employee who is absent from duty on account of a death in his immediate family shall receive his established compensation for a period commencing from the day of death. Such period shall not exceed five (5) consecutive calendar days for each such death. The first day of the five-day period shall begin as follows: The first day of bereavement leave shall be the day of death, provided the death occurs during those hours which are considered the employee's hours of work, regardless of whether the employee is actually scheduled to work. The first day of bereavement leave shall be the day following the day of death when the death occurs subsequent to those hours which are considered the employee's hours of work, regardless of whether the employee is actually scheduled to work. This bereavement leave shall be non-cumulative and non-chargeable to any other leave. The employee must attend the funeral or memorial service and shall notify the head of his department of his request for such leave.

The immediate family of the employee or his spouse shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law sister-in-law, brother-in-law, or step relatives, and any other relatives of the employee or of his wife (husband) residing in the household of the employee. Step relatives are defined as follows: stepparents, step-brother, step-sister, stepchildren, step-grandchildren, step-grandparents.

The City further agrees to allow one (1) day of bereavement leave for the death of an aunt, uncle, niece, or nephew.

9.5 MILITARY TRAINING PROGRAMS

Any permanent employee who is a member of the reserve forces of the United States or of the State of New York, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of New York, shall be granted a leave of absence with pay for a period not to exceed thirty (30) days annually during such service.

ARTICLE X

UNION ACTIVITIES

10.1 OFFICERS AND REPRESENTATIVES

- (A) The City agrees that during working hours, on its premises, for reasonable periods of time, and without loss of pay, Union officers and properly designated Union representatives shall be allowed to;
 - (1) Investigate and process grievances
 - (2) Post Union notices
 - (3) Distribute Union literature
 - (4) Solicit Union membership during other employee's non-working time
 - (5) Attend negotiating meetings
 - (6) Transmit communications, authorized by the Local Union or its officers, to the City or its representatives
 - (7) Consult with the City, its Representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- (B) The names of employees who are officers, and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.
- (C) Accredited Union representatives shall notify their department head or his designee whenever they wish to attend to Union business on City time.

10.2 GRIEVANCE COMMITTEE

- (A) The Union Grievance Committee may, upon request, meet with the department head once a month at a mutually convenient time.
- (B) The Union Grievance Committee shall consist of the Union President, Grievance Committee Chairman, and the Grievance Committee member from the particular department involved.
- (C) All Grievance Committee meetings, where practical, shall be held during working hours, on the City's premises, and without loss of pay.

10.3 TIME OFF FOR UNION ELECTIONS

The City will allow fifteen (15) minutes for in-hall employees, and one (1) hour for employees outside the building. The City further agrees to allow for the use of City Hall premises.

ARTICLE XI

LEAVES OF ABSENCE WITHOUT PAY

11.1 GENERAL

- (A) A permanent employee who has served continuously for at least one (1) year in the City service may be granted a leave of absence without pay for a period not exceeding one (1) year by his department head. Such leave may be extended or renewed for any reasonable period.
- (B) A permanent employee who is in his first year of service and who, because of illness or disability finds it necessary to be absent from his position, may be granted a leave of absence without pay by his department head for a period not to exceed six (6) months, upon presentation of a physician's certificate, stating the nature and estimated duration of the illness or disability, which shall be subject to the approval of the Municipal Civil Service Commission.
- (C) Failure to report for duty upon the expiration of a leave of absence without pay, or any extension thereof, shall be deemed the equivalent of a resignation from the service. For the purpose of this section, an employee shall be considered absent without leave after five (5) consecutive working days and that on the fifth day the City may commence a disciplinary hearing against the employee in accordance with Section 75 of the New York State Civil Service Law.
- (D) Whenever a leave of absence without pay is granted to an employee, the head of the department or City agency granting such leave of absence without pay shall forthwith file with the City Clerk, for presentation to the Council, a certificate setting forth the date on which the leave of absence begins and ends.
- (E) Any permanent employee who is elected to any public office or is appointed to public office in the City service shall be granted a leave of absence without pay for the duration of the term of that public office.

Any permanent employee who is elected to any public office which is not in the City service shall be granted a leave of absence without pay for not more than one (1) year. If requested by the employee, successive periods of not more than one (1) year may be granted in the sole discretion of the department head.

11.2 UNION BUSINESS

Any employee who is elected to the Union's International Office or who is designated by the Union to do work which takes him from his employment with the City shall, upon written request of the Union, be granted a leave of absence without pay. This leave shall not exceed one (1) year, but it shall be renewed or extended at any time upon the written request of the Union for a similar period of one (1) year.

Any member of the Union who is selected by the Union to participate in any other Union activity shall be granted a leave of absence at the written request of the Union. Such leave is not to exceed one (1) month, but it shall be renewed at any time upon the written request of the Union.

11.3 MATERNITY

Maternity leaves not to exceed six (6) months, shall be granted upon the request of an employee. Maternity leaves shall, upon the request of the employee be extended or renewed for an additional period not to exceed six (6) months.

The same amount of leave for adoption procedures of children and extension shall be granted.

11.4 EDUCATIONAL LEAVES

- (A) After completing one (1) year of service, any permanent employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee.
- (B) One (1) year leave of absence, with any requested extension, for educational purposes, shall not be provided more than once every three (3) years.
- (C) Employees shall also be granted leaves of absences for educational purposes, not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.
- (D) All such leaves must be requested in writing and require the approval of the department head. Such approval shall not be unreasonably withheld.

11.5 EMPLOYMENT OPPORTUNITIES

Employees permanently classified in subordinate positions shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to competitive class, or another position of a higher class that requires such condition to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the City.

11.6 MILITARY LEAVE

Any employee who enters into active service in the armed forces of the United States while in the employ of the City shall be granted a leave of absence without pay for the period of his military service. However, any voluntary service in excess of four (4) years shall be deemed a resignation.

The City will permit each employee who enters into the active service of the United States military service to exhaust his vacation and personal leave benefits prior to such entry.

11.7 FMLA (Family and Medical Leave Act)

The City's policy concerning the Family Medical Leave Act is herein incorporated by reference.

11.8 CONTINUATION OF BENEFITS DURING UNPAID LEAVES OF ABSENCE

During such period of time that an employee is on an approved, unpaid leave of absence as defined herein this section, participation in certain group benefits shall be affected in the following manner:"

- (A) Life Insurance - Benefits as provided by the terms of this Agreement as specified in Article 6.9, and as specified by the insurance carrier will remain in effect only for a period of thirty-one (31) days following the commencement of an unpaid leave of absence.
- (B) Medical and Dental Coverage - Specific benefits as provided by the terms of this Agreement as specified in Article 6.1, and 6.6, 'Shall remain in effect only until the last day of the month in which the commencement of an unpaid leave of absence begins. Employees shall be provided the

opportunity to continue coverage through COBRA as specified by the individual insurance carriers.

- (C) In-Lieu - Payments in-lieu for medical and dental insurance as provided by the terms of this Agreement shall be pro-rated to exclude unpaid leave of absence periods by full 1/12ths.

The current practice of extending Health Insurance benefits for up to one (1) year to employees on a medical or maternity leave (if totally disabled), as described in Section 1 I. 1 or 1 I.3, shall be continued.

ARTICLE XII

ABSENCE DUE TO INJURY

An Employee injured on the job, thereafter, shall have supplemental wages continued for a maximum period of six (6) months. Employees who are absent from work because of injuries received in the service of the City, and who receive compensation benefits, may receive a supplemental sum equal to the difference between their wages and their compensation benefits upon authorization and approval by the Common Council.

ARTICLE XIII

RETIREMENT BENEFITS

The City agrees to provide the benefits of the Career Retirement Plan set forth in Section 75-i of the Retirement and Social Security Law (twenty [20] year plan with one-fiftieth [1/50] fraction thereafter). It also agrees to provide the guaranteed ordinary death benefit authorized by Section 60-B of the Retirement and Social Security Law (three [3] times' annual earnings), and also, an additional day for each day of accumulated And unused sick leave up to a maximum of one hundred sixty-five (165) days, as provided in Section 41, Subd. (j) of the Retirement and Social Security Law.

Employees shall also be entitled to obtain credit for retirement purposes for military service during World War II as provided by statute.

The retirement benefits enumerated above have been created by statute and are dependent for their continued existence upon the maintenance of such statute. Retirement benefits for new employees will be dependent upon the provisions of the Retirement and Social Security Law as it has been or may be hereafter amended.

ARTICLE XIV

SENIORITY

14.1 DEFINITION

Seniority means the date of an employee's first appointment on a permanent basis in the classified service, followed by continuous service in the classified service on a permanent basis.

Every twelve (12) months the department head shall post on all bulletin boards a seniority list showing the continuous service of each employee. Five (5) copies shall be given to the Union by the City of the official Civil Service seniority list every twelve (12) months.

14.2 PROBATION PERIOD

Every appointment, permanent in character, from an open competitive list, shall be for a probationary term of not less than three (3) months nor more than six (6) months in accordance with the rules of the Municipal Civil Service Commission.

14.3 BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated, as provided by ordinances of law, to work in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.

14.4 LAYOFF

In the event it becomes necessary to lay off employees for any reason, they shall be laid-off in the inverse order of their seniority. Any provisional or temporary employees will be laid off by their length of continuous service since their last date of hire.

14.5 LAYOFF PROCEDURE

Any laid-off employee will be given ten (10) days' notice.

14.6 RECALL

Employees shall be recalled from layoff procedure according to Civil Service Law. The City will notify the laid-off employee by registered mail, at his last known address, that he has been offered recall in line with his continuous service. If the employee fails to report for work by the tenth (10) working day from the date of mailing of the notice of recall, he shall be considered a "quit".

14.7 CONSOLIDATION OR ELIMINATION OF JOBS

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two [2] or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or by any other circumstance, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the City within their own job classification where an opening exists with the approval of the Municipal Civil Service Commission, and also with the consent of the appointing officers whose departments are affected.

ARTICLE XV

WORK FORCE CHANGES

15.1 METHOD OF FILLING POSITIONS

- (A) The term promotion means the advancement of an employee to a higher paying position.
- (B) In case of promotion or whenever a new job classification opening or a vacancy occurs, other than temporary, the position shall be filled in accordance with Civil Service Rules of Procedure, and selections shall be made from the appropriate Civil Service list until the list of names is incomplete.

- (C) Should a new position or vacancy occur which cannot be filled by reason of the absence of an appropriate Civil Service list, then, in such case, an appropriate notice of the said opening shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, rate of pay, and necessary qualifications for the job. The union shall, when the vacancy is posted, receive a copy of said posting. Employees in the bargaining unit will fill the vacancy in line with the seniority of the employees applying to fill the vacancy. However, in cases of emergency, the department head may fill such openings by appointment upon due notice to the Union.
- (D) An employee may apply in writing for such position and submit such application to the head of the department where such position exists.
- (E) Where the department head determines that a position is to be filled, it shall be filled from among employees who have made such application and who are qualified, except that where more than one (1) employee qualifies for the same position, seniority shall be the determining factor in making the selection.
- (F) Department of Police Employees – Whenever new employees are to be hired that will be members of Local 650, the work assignments that are anticipated to be filled by the new hires will first be posted for a period of five (5) working days for bidding by the existing Local 650 employees. The posting shall include a description of the job duties of the assignment together with the work schedule. Any such assignment bid upon will be filled on the basis of seniority by those current employees who are qualified by Civil Service to fill those assignments. A copy of the job posting shall be provided to the Union.

The above procedure shall not apply to any positions filled by members of Local 650 in the offices of the Commissioner of Police, Deputy Commissioner(s) of Police, Police Chief(s), Professional Standards Division and Budget, Personnel & Finance.

15.2 TEMPORARY VACANCIES

- (A) Temporary job vacancies are defined as job vacancies that may periodically develop in any classification which do not exceed ten (10) days. Job openings which recur on a regular basis and remain open more than ten (10) days at a time shall not be considered temporary job openings.
- (B) In the event of temporary job vacancies, and in the absence of an appropriate Civil Service list, seniority shall prevail on the selection of employees to fill temporary vacancies, provided they are qualified.
- (C) Whenever an employee is assigned to fill a temporary vacancy, he shall be paid the minimum wage rate established for the position, or his own rate, whichever is higher.

15.3 TRANSFERS

- (A) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- (B) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications, provided a vacancy exists, with the approval of the Municipal Civil Service Commission, and also, with the consent of the appointing officers whose departments are affected.
- (C) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal pay and classification on the basis of seniority, with the

approval of the Municipal Civil Service Commission, and also, with the consent of the appointing officers whose departments are affected.

15.4 BUMPING

In accordance with the provisions of Section 80 of the Civil Service Law, a seniority employee who is displaced from his own classification shall have the following bumping rights within his department:

- (A) He may bump into a job held by another seniority employee with less seniority in the next lower occupied title in the direct line of promotion; or
- (B) He may bump another employee with less retention rights who is serving in a position formerly occupied on a permanent basis by the bumping employee.

15.5 PERMANENT EMPLOYEES REDUCED TO TEMPORARY

Any employee reduced from permanent to temporary would continue to receive all of the economic fringe benefits.

ARTICLE XVI

AUTO ALLOWANCE

Employees who are required to use their personal automobiles on City business will be reimbursed at the rate of \$12.00 per day; \$6.00 per half day. . The half day rate applies when an employee who uses his automobile, is off work for one half day (vac, sick), or when an employee uses his automobile to one destination, regardless of the length of time away from the work site. Those employees who are required to travel throughout the City on City business who do not own or use an automobile shall be reimbursed for any travel expenses so incurred. The City shall prepare a list of those employees eligible for this benefit. Under no circumstances shall this authorized payment be withheld.

ARTICLE XVII

UNIFORM ALLOWANCE - REPORT TECHNICIAN

The City shall pay an annual uniform allowance of \$440. in two (2) equal payments of \$220. each. Such payments will be made on or before September 15 and May 15 respectively of each fiscal year.

Employees will be eligible to collect clothing allowance if they are on the active payroll on September 15 and May 15.

ARTICLE XVIII

CIVIL SERVICE EXAMINATION

The City hereby waives the right to charge a filing fee of any employee covered by this Agreement who files an application for the purpose of taking a promotional or open competitive-examination.

ARTICLE XIX

SETTLEMENT OF DISPUTES

19.1 GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance, controversy, or dispute which may arise between the parties regarding the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1: The employee and/or the Union shall submit the grievance orally to the employee's immediate superior and the employee's Union representative within twenty (20) working days of the occurrence of the facts giving rise to the grievance or notice of such facts to the employee, whichever is later.

STEP 2: If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the Union's representative, with or without the employee, may submit the grievance, within ten (10) working days thereafter, in writing, to the superintendent or superior who shall answer same within five (5) working days. If the answer is a rejection of the grievance, the superintendent or superior shall detail his reasons thereof in writing.

STEP 3: If a satisfactory settlement or disposition is not made within five (5) working days from the date of the written submission of the grievance, the Union may, with or without the employee, within ten (10) working days thereafter, submit the grievance with the answer of the superintendent or superior, with any reply thereto, to the department head. The department head, upon notification to the Union and the employee, shall schedule a meeting to be held not later than ten (10) working days after the date of the receipt of the grievance and any accompanying papers at his office, at which time the Union, with or without the employee, is entitled to be present. The department head shall, within ten (10) working days thereafter, set forth in writing his answer to the grievance.

STEP 3A: In the case of a group, policy or organizational grievance, the grievance and any accompanying papers shall be submitted directly to the department head by the Union within five (5) working days of the occurrence of the facts giving rise to the grievance. The department head shall schedule a meeting to be held not later than twenty (20) working days after the date of the receipt of the grievance and any accompanying papers, at which meeting the Union is entitled to be present. The department head shall, within thirty (30) working days thereafter, set forth in writing his or her answer to the grievance.

STEP 4: If not satisfied with the department head's answer, the Union may, within ten (10) working days after receipt thereof, request that the matter be submitted to an impartial arbitrator to be selected from a panel of arbitrators of at least three (3) mutually agreed upon by both parties. In the event that the parties are unable to agree upon an impartial arbitrator within seven (7) working days of notification, then the matter shall be submitted within seven (7) working days thereafter to the Director of Conciliation of the New York State Public Employment Relations Board, and the selection shall be made in accordance with the Board's Rules of Procedure. The Arbitrator shall schedule such a hearing within thirty (30) days and shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties.

The failure of the Union or of an employee to take any of the action authorized by this section within the time limited thereof shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

The Union shall provide to the Division of Labor Relations, a copy of each grievance filed at the time of grievance submission in accordance with this article.

19.2 MATTERS RELEVANT TO GRIEVANCE PROCEDURE

- (A) The department head shall provide agreed upon grievance forms in adequate numbers.
- (B) The time limits in the procedure may be extended by mutual agreement, in writing.
- (C) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- (D) Neither the department head nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.
- (E) For purposes of definition, days shall not include Saturday, Sunday, or holidays.
- (F) Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union.
- (H) No arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement, or render any award contrary to the laws of the State of New York.

ARTICLE XX

DISCIPLINE AND DISCHARGE

20.1 DISCIPLINARY ACTION

- (A) A person holding a position by permanent appointment or employment shall not be removed or otherwise subjected to any disciplinary penalty provided in this article, except for incompetency or misconduct shown after a hearing upon stated charges.
- (B) Disciplinary action or measures shall consist of the following:
 - Reprimand
 - A fine not to exceed \$250, to be deducted from salary or wages
 - Suspension without pay for a period not to exceed two (2) months
 - Demotion in grade and title from the service
 - Dismissal from the service
- (C) If the accused is acquitted, he shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other employment or occupation and any unemployment benefits he may have received during such period.

20.2 PROCEDURE

- (A) A person against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and shall have ten (10) days to answer in writing. A copy of the charges shall also be served upon the Union. The answer shall be served upon the department head. Where the accused defaults in answering, he shall be permitted to show matters in mitigation of any punishment which may be imposed.

- (B) Within ten (10) days after the receipt of the written answer to the charges preferred, or if the accused defaults in answering within ten (10) days after his time to answer has expired, the department head shall conduct an informal conference upon the charges. At such conference, the accused person shall have the opportunity to be represented by the Union or by legal counsel. He may, if he desires, present witnesses in his behalf. The department head shall have the power to dismiss or withdraw the charges if the conference so warrants, or accept a plea of guilty.
- (C) In the event that the charges are not withdrawn or dismissed after such conference, or if a plea of guilty has not been entered, a formal hearing shall then be held upon the charges before a hearing officer mutually selected by the parties. Such hearing officer shall be deemed to be the person designated by the department head for that purpose within the meaning of Section 75-of the Civil Service Law of the State of New York.
- (D) The hearing officer so selected and so designated shall be vested with all of the powers of the department head and shall make a record of such hearing. His findings and recommendations shall then be referred to the department head for review and decision.
- (E) Upon the said formal hearing, the accused person shall have the right of representation by counsel and also the right to summon witnesses upon his behalf. The burden of proving the charges preferred shall be upon the person alleging same. Compliance with technical rules of evidence shall not be required.

20.3 SUSPENSION PENDING DETERMINATION OF CHARGES; PENALTIES

- (A) Pending the hearing and determination of charges, the person against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days.
- (B) The penalty or punishment imposed shall be as set forth in Section 1, paragraph (B) of this article.
- (C) If the charges are not sustained,, the accused person shall be restored to his position with full pay for any period of suspension less the amount of compensation which he may have earned in any other occupation or employment or any unemployment benefits he may have received during such period.
- (D) If the accused person is found guilty, a copy of the charges, his written answer thereto, a transcript of the hearing, and the final determination itself shall be filed in the office of the department or agency in which he has been employed, and a copy thereto shall also be filed with the Municipal Civil Service Commission. A copy of the transcript of the hearing shall, upon request of the accused person so found guilty, be furnished to him without charge.
- (E) No removal or disciplinary proceeding shall be commenced more than one (1) year after the occurrence of the wrongdoing complained of or its discovery, if later. However, such limitation shall not apply where the wrongdoing complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.
- (F) Any person believing himself aggrieved by a penalty or punishment of demotion in or dismissal from the service, or suspension without pay, or a fine imposed pursuant to the provisions of this article, may appeal from such determination either by an application to the Buffalo Municipal Civil Service Commission or by an application to the Supreme Court in accordance with the provisions of Article 78 of the Civil Practice Law and Rules. If such person elects to appeal to the Commission, he shall file such appeal, in writing, within twenty (20) days after receiving written notice of the determination to be reviewed. In accordance with the provisions of Subd. 76

of the Civil Service Law, the decision of the Commission shall be final and conclusive and not subject to further review in any court.

ARTICLE XXI

GENERAL PROVISIONS

This Agreement and all provisions herein are subject to all applicable laws and to the appropriation of funds by the Common Council. In the event that any provision herein is found to violate such laws, said provision shall not bind either of the parties, but the remainder of the Agreement shall remain in full force and effect as if the invalid or illegal provisions had never been a part of this Agreement.

ARTICLE XXII

MAINTENANCE OF BENEFITS

All conditions or provisions beneficial to employees now in effect which are not specifically provided elsewhere in this Agreement shall remain in effect for the duration of this Agreement unless mutually agreed otherwise between the City and the Union; provided, however, that where a provision in this Agreement specifically replaces such a condition or provision, then the latter shall no longer continue to be applied.

ARTICLE XXIII

DEFERRED COMPENSATION

The City will provide members of the Union with the opportunity to join the City's Deferred Compensation Plan pursuant to Section 457 of the Internal Revenue Code.

ARTICLE XXIV

PRINTING OF AGREEMENT

The City and the Union agree to share in the cost of the printing of this agreement as follows;

Union: 60%

City: 40%

The Union will receive seven hundred and fifty (750) copies and the City will receive two hundred and fifty (250) copies.

ARTICLE XXV

DURATION AND TERMINATION

This Agreement shall be effective as of the first day of July 2001, and shall remain in full force and effect until the thirtieth day of June 2004. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred fifty (150) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date.

This Agreement shall remain in full force and effect during the period of negotiations.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties mutually set their hands to this agreement on the 25th day of April, 2003.

FOR AFSCME LOCAL 650, AFL-CIO

FOR THE CITY OF BUFFALO

/s/ Michael F. Drennen
President

/s/ Anthony M. Masiello
Mayor

/s/ Francis R. Cahill
Secretary-Treasurer

/s/ Leonard Matarese
Commissioner
Human Resources

/s/ Michael H. Hoffert
Executive Vice President

/s/ Louis R. Giardina
Director of Division of
Employee Relations

/s/ Dr. James Milroy
Commissioner
Administration & Finance

APPROVED AS TO FORM ONLY
Michael B. Risman
Corporation Counsel
by: Jeffrey E. Reed
Assistant Corporation Counsel

APPENDIX A

LOCAL 650 JOB TITLES AND SALARY GRADES

JOB TITLES

SALARY GRADE

ABSENTEE INVESTIGATOR.....	28A
ACCOUNT CLERK.....	5A
ACCOUNT CLERK - STENOGRAPHER	8A
ACCOUNT CLERK - TYPIST	5A
ACCOUNT EXECUTIVE.....	99A
ACCOUNTANT	42A
ADMINISTRATIVE AIDE.....	5A
ADMINISTRATIVE ASSISTANT.....	41A
ADMINISTRATIVE ASSISTANT (DATA PROCESSING).....	33A
ADMINISTRATIVE DIRECTOR	86A
ADMINISTRATOR COMPREHENSIVE MODERNIZATION PROGRAM.....	80A
AFFIRMATIVE ACTION -	
EQUAL EMPLOYMENT OPPORTUNITY OFFICER	62A
AFFIRMATIVE ACTION SPECIALIST	32A
ASSESSMENT CLERK.....	5A
ASSESSOR.....	66A
ASSESSOR TRAINEE.....	5A
ASSISTANT ACCOUNTANT	35A
ASSISTANT ADMINISTRATOR (ENGINEERING)	73A
ASSISTANT AUDITOR	35A
ASSISTANT BENEFITS MANAGER	51A
ASSISTANT BOND REGISTRAR.....	47A
ASSISTANT BUILDING SUPERINTENDENT.....	62A
ASSISTANT CHIEF CLERK	73A
ASSISTANT CITY FORESTER.....	51A
ASSISTANT COLLECTION OFFICER.....	48A
ASSISTANT COORDINATOR OF LIGHTED SCHOOLHOUSE PROGRAM.....	15A
ASSISTANT CORPORATION COUNSEL I/MUNICIPAL ATTORNEY	77A
ASSISTANT CORPORATION COUNSEL II.....	88A

JOB TITLES**SALARY GRADE**

ASSISTANT DIRECTOR FOR YOUTH	68A
ASSISTANT DIRECTOR OF ADMINISTRATIVE ADJUDICATION	64A
ASSISTANT DIRECTOR OF HOUSING AND PROPERTY INSPECTION	86A
ASSISTANT DIRECTOR OF OCPI	67A
ASSISTANT DIRECTOR OF PLANNING	82A
ASSISTANT DIRECTOR OF PROGRAMING	81A
ASSISTANT DIRECTOR OF REAL ESTATE	64A
ASSISTANT ENGINEER	55A
ASSISTANT ENGINEER (TRAFFIC)	55A
ASSISTANT ENVIRONMENTAL PROGRAM COORDINATOR	57A
ASSISTANT EVALUATION COORDINATOR	59A
ASSISTANT FINANCIAL OFFICER (YOUTH)	36A
ASSISTANT MANAGEMENT ANALYST	40A
ASSISTANT OPERATIONS SUPERVISOR	33A
ASSISTANT PROGRAM DIRECTOR (YOUTHFUL ALCOHOL ABUSE PROGRAM)	46A
ASSISTANT PROGRAM MANAGER	57A
ASSISTANT PROJECT MANAGER	76A
ASSISTANT REGISTRAR OF VITAL STATISTICS	66A
ASSISTANT SUPERINTENDENT OF PARKING METER & ENFORCEMENT	31A
ASSISTANT TO THE ASSESSOR	5A
ASSISTANT TO THE COMMISSIONER OF GENERAL SERVICES	94A
ASSISTANT TO THE DIRECTOR (MAYOR'S OFFICE FOR SENIOR CITIZENS)	37A
ASSISTANT WATER DISTRIBUTION SUPERINTENDENT	71A
ASSISTANT YOUTH PROJECT COORDINATOR	16A
ASSOCIATE ACCOUNT CLERK	22A
ASSOCIATE ACCOUNTANT	62A
ASSOCIATE ARCHITECT	65A
ASSOCIATE AUDITOR	62A
ASSOCIATE ENGINEER	65A
ASSOCIATE ENGINEER (HYDRAULIC)	83A

JOB TITLES**SALARY GRADE**

ASSOCIATE EXECUTIVE FINANCE OFFICER.....	77A
ASSOCIATE LAND SURVEYOR.....	65A
ASSOCIATE MANAGEMENT ANALYST.....	84A
ASSOCIATE MANPOWER PROGRAM COORDINATOR.....	66A
ASSOCIATE PERSONNEL TECHNICIAN.....	66A
ASSOCIATE TAX CLERK.....	26A
AUDITING INSPECTOR.....	46A
BENEFITS MANAGER.....	49A
BINGO INSPECTOR.....	22A
BUDGET EXAMINER.....	67A
BUILDING CODE SPECIALIST.....	24A
BUILDING SUPERINTENDENT.....	74A
BUYER.....	94A
BUYER TRAINEE.....	32A
CASE MANAGER.....	39A
CHEMIST.....	49A
CHIEF AUDITING INSPECTOR.....	63A
CHIEF CLERK.....	84A
CHIEF LEGAL INVESTIGATOR.....	57A
CHIEF PAYROLL AUDITOR.....	73A
CHIEF RADIO COMMUNICATOR.....	54A
CHIEF TELLER.....	32A
CITY FORESTER.....	73A
CIVIL SERVICE MEDICAL EXAMINER (PART TIME).....	19A
CLERK.....	2A
CLERK TYPIST.....	2A
CLINICAL COUNSELOR.....	11A
CLOTHING CLERK.....	1A
COLLECTION OFFICER.....	66A
COMMUNICATIONS ENGINEER.....	63A
COMMUNITY POLICING COORDINATOR.....	33A
COMMUNITY RECREATION AIDE.....	9A
COMMUNITY RECREATION SUPERVISOR.....	28A

JOB TITLES**SALARY GRADE**

COMPUTER ACCOUNTING CONTROL COORDINATOR.....	62A
COMPUTER OPERATOR.....	40A
COMPUTER PROGRAMMER	62A
COMPUTER SHIFT SUPERVISOR	49A
CONTRACT AND SPECIFICATION CLERK	26A
CONTRACT COMPLIANCE MONITOR	62A
CONTRACT SPECIFICATIONS SPECIALIST	77A
COORDINATOR OF DEVELOPMENT PLANS	69A
COORDINATOR OF FISCAL AFFAIRS	49A
COORDINATOR OF LIGHTED SCHOOLHOUSE PROGRAM	32A
COORDINATOR OF OFFICE AUTOMATION.....	49A
COUNCIL CLERK.....	46A
COUNSELOR II.....	25A
COUNSELOR III.....	18A
COUNSELOR III.....	98A
CRIME ANALYST	67A
DATA BASE ADMINISTRATOR	75A
DATA CONTROL CLERK	13A
DATE ENTRY OPERATOR	13A
DATA PROCESSING COMPUTER LIBRARIAN.....	7A
DATA PROCESSING EQUIPMENT OPERATOR.....	17A
DEPUTY DIRECTOR OF BUILDING OPERATIONS.....	80A
DIRECTOR OF ADVOCACY OFFICE (HANDICAPPING CONDITIONS).....	62A
DIRECTOR OF COUNSELING	95A
DIRECTOR OF DATA PROCESSING	87A
DIRECTOR OF OPERATIONS.....	43A
DIRECTOR OF SUPPORT SERVICES	73A
DIRECTOR OF TECHNICAL SERVICES	79A
DOG LICENSE CLERK	2A
DRAFTING TECHNICIAN.....	22A
DRUG ABUSE NURSE (L.P.N.).....	16A
DRUG ABUSE NURSE (R.N.).....	19A
DUPLICATING MACHINE OPERATOR.....	21A

JOB TITLES**SALARY GRADE**

ECONOMIC ANALYST	24A
ECONOMIC DEVELOPMENT PLANNER	11A
ELECTRICAL ENGINEER	58A
EMPLOYEE RELATIONS SPECIALIST	29A
ENGINEERING AIDE	13A
ENGINEERING INSPECTOR	49A
EVALUATION COORDINATOR	67A
EXECUTIVE DIRECTOR OF ENVIRONMENTAL MANAGEMENT	75A
EXECUTIVE FINANCE OFFICER	84A
EXECUTIVE SECRETARY (ZONING BOARD)	67A
FIRE TRAINING AIDE	2A
FISCAL MANAGER	66A
FISCAL SUPERVISOR	46A
GRANTS AUDITOR SUPERVISOR	73A
HEAD REAL ESTATE INVESTIGATOR	52A
HEAD TELLER	28A
HEARING STENOGRAPHER	13A
HIGHWAY TRAFFIC PROJECT TECHNICIAN	33A
HISTORIC PRESERVATION COORDINATOR	84A
HUMAN RESOURCE PLANNER	49A
IN REM SPECIALIST	44A
INSURANCE CONTRACT ANALYST	92A
INVENTORY CLERK	17A
INVESTIGATOR	50A
JUNIOR ACCOUNTANT	17A
JUNIOR ACCOUNTANT-TYPIST	17A
JUNIOR AUDITOR	17A
JUNIOR BUYER	45A
JUNIOR DATA CONTROL CLERK	4A
JUNIOR ENGINEER	12A
JUNIOR TRAFFIC CLERK	2A
LEGAL AIDE TO BUREAU OF ADMINISTRATIVE ADJUDICATION	5A
LEGAL AIDE TO MAYOR'S TASK FORCE ON HOUSING	5A

JOB TITLES**SALARY GRADE**

LEGAL INVESTIGATOR	32A
LEGAL STENOGRAPHER	22A
LICENSE INSPECTOR	29A
MAIL ROOM CLERK	6A
MANAGEMENT ANALYST	67A
MANPOWER PROGRAM COORDINATOR	32A
MARKETING MANAGER	72A
MEDICAL SECRETARY	7A
MINORITY RECRUITER	35A
MIS ADMINISTRATOR	84A
OPERATIONS COMMUNICATIONS COORDINATOR.....	22A
OPERATIONS SUPERVISOR	53A
OUTREACH WORKER	16A
PARALEGAL ASSISTANT	47A
PAYROLL AUDIT INSPECTOR.....	63A
PENSION CLERK.....	46A
PERSONNEL ASSISTANT.....	13A
PERSONNEL COORDINATOR	34A
PERSONNEL SPECIALIST I.....	49A
PERSONNEL SPECIALIST I TRAINEE	40A
PERSONNEL SPECIALIST II.....	67A
PRINCIPAL ACCOUNTANT	81A
PRINCIPAL ARCHITECT	85A
PRINCIPAL ASSESSOR	83A
PRINCIPAL AUDITOR.....	81A
PRINCIPAL ENGINEER	85A
PRINCIPAL MANPOWER PROGRAM COORDINATOR.....	77A
PRINCIPAL PLANNER	79A
PRINT SHOP SUPERVISOR	53A
PROGRAM ADMINISTRATIVE AIDE	3A
PROGRAM COORDINATOR.....	26A
PROGRAM DIRECTOR OF YOUTH COUNSELING	61A
PROGRAM LEADER - YOUTH.....	13A

JOB TITLES**SALARY GRADE**

PROGRAM MANAGER.....	62A
PROGRAM SCHEDULER AND MONITOR	62A
PROGRAM SPECIFICATION AND DESIGN SPECIALIST.....	77A
PROJECT AIDE	2A
PROJECT COORDINATOR.....	73A
PUBLIC INFORMATION OFFICER.....	35A
REAL ESTATE INVESTIGATOR	13A
REAL ESTATE SPECIALIST	73A
REAL PROPERTY APPRAISER	56A
RECEPTIONIST (MAYOR).....	13A
RECREATION INSTRUCTOR	31A
REFUSE CONTRACT COORDINATOR	1A
REHABILITATION CONSTRUCTION ANALYST.....	70A
REHABILITATION LOAN SPECIALIST.....	96A
REIMBURSEMENT SPECIALIST	11A
REPORT TECHNICIAN.....	1A
RESEARCH AIDE	19A
RESEARCH ANALYST	44A
RESOURCES DEVELOPMENT TECHNICIAN.....	67A
RESOURCES DEVELOPMENT TEACHNICIAN.....	78A
RISK MANAGER	90A
SECRETARY TO THE DIRECTOR OF DRUG ABUSE SERVICES	19A
SENIOR ACCOUNT CLERK.....	7A
SENIOR ACCOUNT CLERK - STENOGRAPHER.....	13A
SENIOR ACCOUNT CLERK - TYPIST	7A
SENIOR ACCOUNTANT.....	56A
SENIOR ADMINISTRATIVE ASSISTANT	63A
SENIOR ARCHITECT.....	58A
SENIOR ARCHITECT.....	73A
SENIOR ASSESSOR	73A
SENIOR AUDITOR	56A
SENIOR BUDGET EXAMINER.....	84A

JOB TITLES**SALARY GRADE**

SENIOR BUYER.....	66A
SENIOR CITIZEN AIDE.....	2A
SENIOR CITIZEN SPECIALIST	13A
SENIOR CITIZEN SPECIALIST SUPERVISOR	28A
SENIOR CLERK.....	6A
SENIOR COMPUTER SHIFT SUPERVISOR.....	63A
SENIOR COUNCIL CLERK.....	66A
SENIOR COUNSELOR	38A
SENIOR COUNSELOR I - CLINICAL.....	93A
SENIOR DATA PROCESSING EQUIPMENT OPERATOR.....	26A
SENIOR DRAFTING TECHNICIAN.....	41A
SENIOR DUPLICATING MACHINE OPERATOR.....	28A
SENIOR ENGINEER	58A
SENIOR ENGINEER (STRUCTURAL)	58A
SENIOR ENGINEERING AIDE.....	27A
SENIOR HUMAN RESOURCE PLANNER.....	75A
SENIOR INVENTORY CLERK.....	21A
SENIOR LEGAL STENOGRAPHER.....	49A
SENIOR MANAGEMENT ANALYST.....	75A
SENIOR MANAGEMENT ANALYST (ONE-HALF YEAR)	89A
SENIOR MANPOWER COUNSELOR.....	57A
SENIOR OPERATIONS COMMUNICATION COORDINATOR	37A
SENIOR PERSONNEL CLERK.....	38A
SENIOR PERSONNEL TECHNICIAN.....	40A
SENIOR PLANNER.....	60A
SENIOR RATE CLERK.....	13A
SENIOR REAL ESTATE SPECIALIST.....	76A
SENIOR REPORT TECHNICIAN	10A
SENIOR REPORT TECHNICIAN	20A
SENIOR STENOGRAPHER.....	7A
SENIOR STOCK CLERK.....	7A
SENIOR SUBSTANCE ABUSE SPECIALIST.....	38A
SENIOR TAX ADMINISTRATOR.....	80A

JOB TITLES**SALARY GRADE**

SENIOR TAX CLERK.....	14A
SENIOR TYPIST.....	6A
SIGN INSPECTOR	20A
SOCIAL WORKER.....	41A
STENOGRAPHER.....	4A
STENOGRAPHIC SECRETARY.....	30A
STOCK CLERK	5A
STREET LIGHTING INSPECTOR.....	20A
STREETS ADMINISTRATOR.....	62A
SUBSTANCE ABUSE SPECIALIST.....	18A
SUBSTANCE ABUSE SPECIALIST.....	98A
SUPERINTENDENT OF AUTOMOTIVE SUPPLIES.....	63A
SUPERINTENDENT OF ENGINEERING MAINTENANCE.....	73A
SUPERINTENDENT OF FIRE RECORDS AND SUPPLIES.....	63A
SUPERINTENDENT OF POLICE VEHICLE MAINTENANCE.....	71A
SUPERINTENDENT OF STREET LIGHTING.....	58A
SUPERINTENDENT OF STREET REPAIRS	63A
SUPERINTENDENT OF SUPPLIES I.....	32A
SUPERINTENDENT OF SUPPLIES II.....	63A
SUPERVISING ACCOUNTANT	73A
SUPERVISING ASSESSOR.....	77A
SUPERVISING AUDITOR.....	73A
SUPERVISING RATE CLERK	59A
SUPERVISOR OF DATA PROCESSING OPERATIONS.....	77A
SUPERVISOR OF IN REM RECORDS.....	46A
SUPERVISOR OF LICENSES	63A
SUPERVISOR OF MAINTENANCE II	53A
SUPERVISOR OF POLICE RADIO	63A
SUPERVISOR OF RECREATIONAL ACTIVITIES.....	37A
SUPERVISOR OF RECRUITMENT.....	76A
SUPERVISOR OF SYSTEMS AND PROGRAMMING.....	84A
SYSTEM SUPPORT ANALYST.....	67A

JOB TITLES**SALARY GRADE**

SYSTEM SUPPORT SPECIALIST	73A
SYSTEMS ADMINISTRATOR.....	75A
SYSTEMS ANALYST	67A
TELEPHONE OPERATOR	7A
TELLER.....	13A
TRAFFIC CLERK.....	23A
TRAFFIC ENGINEER	78A
TRAFFIC RECORD TECHNICIAN.....	20A
TREASURY ADMINISTRATOR	60A
TYPIST	2A
URBAN RESEARCH AND PLANNING ASSOCIATE.....	62A
VETERANS COUNSELOR.....	12A
VOCATIONAL COUNSELOR	38A
WATER DISTRIBUTION SUPERINTENDENT	79A
WATER SERVICE ADJUSTOR	43A
WATER TREATMENT SUPERVISOR.....	75A
WEED & SEED COORDINATOR.....	97A
WORKMEN'S COMPENSATION ANALYST.....	44A
YOUTH COUNSELOR.....	51A
YOUTH PROJECT COORDINATOR.....	62A
YOUTH COURT PROGRAM ADMINISTRATIVE AIDE.....	91A
YOUTH COURT PROGRAM COORDINATOR	89A

This schedule is subject to change, and the salary ordinance of the City of Buffalo shall be the controlling document.

APPENDIX B

Salary and Wage Schedule "A"

2001 - 02

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	25,903.09	26,605.72	27,309.43	28,030.63	28,757.30
2	23,949.30	24,585.26	25,222.32	25,863.76	26,505.19
3	28,634.91	29,458.83	30,286.02	31,127.42	31,971.01
4	24,439.93	25,107.59	25,776.34	26,445.09	27,120.39
5	25,004.87	25,707.50	26,411.21	27,132.41	27,859.07
6	25,307.56	26,039.68	26,772.90	27,506.12	28,242.62
7	25,566.53	26,323.79	27,079.96	27,873.28	28,663.32
8	25,730.44	26,461.48	27,193.60	27,927.92	28,663.32
9	27,244.96	27,947.59	28,653.49	29,376.87	30,102.44
10	28,562.79	29,482.87	30,404.04	31,324.11	32,243.10
11	27,046.09	27,617.58	28,185.80	28,754.02	29,324.42
12	34,140.07	35,492.87	36,843.48	38,194.09	39,546.88
13	26,316.14	27,140.06	27,968.35	28,808.65	29,652.24
14	26,827.54	27,655.83	28,484.11	29,324.42	30,166.91
15	27,077.78	27,948.68	28,818.49	29,616.18	30,416.06
16	26,776.18	27,695.17	28,615.24	29,536.41	30,455.39
17	27,384.83	28,252.46	29,124.45	29,923.24	30,726.39
18	29,082.93	30,004.10	30,923.08	31,842.06	32,762.14
19	27,535.63	28,455.70	29,375.78	30,294.76	31,214.84
20	27,664.57	28,584.65	29,504.72	30,425.89	31,344.87
21	27,992.39	28,924.48	29,854.39	30,787.58	31,721.86
22	27,772.75	28,896.07	30,019.40	31,140.53	32,262.76
23	28,881.87	29,815.06	30,744.97	31,677.06	32,610.25
24	39,955.56	41,456.97	43,017.38	44,595.28	46,174.27
25	27,277.74	28,008.78	28,740.91	29,475.22	30,210.62
26	29,004.25	30,086.05	31,166.76	32,269.32	33,374.07
27	29,282.90	30,310.06	31,339.41	32,407.00	33,472.41
28	29,313.49	30,416.06	31,514.25	32,645.22	33,776.19
29	32,509.72	33,699.70	34,892.96	36,099.33	37,304.61
30	29,692.67	30,793.05	31,891.24	33,021.12	34,154.28
31	27,188.14	28,013.15	28,840.34	29,680.65	30,525.33
32	30,259.80	31,286.96	32,315.22	33,382.81	34,449.31
33	30,218.27	31,382.03	32,549.06	33,763.08	34,974.91
34	30,849.87	32,014.72	33,182.84	34,392.49	35,607.60
35	30,921.99	32,091.21	33,271.35	34,473.35	35,678.63
36	31,114.31	32,292.27	33,473.51	34,675.51	35,881.88
37	31,158.02	32,390.61	33,623.21	34,882.03	36,140.85
38	32,750.12	33,982.72	35,215.31	36,469.76	37,731.86
39	28,323.48	29,242.47	30,162.54	31,084.80	32,003.79
40	31,153.65	32,469.29	33,787.12	35,109.32	36,432.72
41	31,929.48	33,119.46	34,311.63	35,519.09	36,725.46
42	32,250.74	33,429.80	34,609.94	35,809.76	37,019.41
43	29,208.59	30,331.92	31,455.24	32,576.38	33,697.52
44	32,200.48	33,516.12	34,832.86	36,156.15	37,481.63
45	30,383.27	31,465.07	32,544.69	33,647.25	34,752.00
46	32,661.61	34,014.41	35,365.02	36,715.63	38,068.42
47	32,810.22	34,133.51	35,452.43	36,771.36	38,093.56
48	31,751.37	32,778.53	33,806.79	34,874.38	35,940.88
49	33,883.28	35,206.57	36,527.68	37,847.69	39,166.61
50	31,821.30	32,986.15	34,153.18	35,367.20	36,579.04
51	33,774.01	35,239.35	36,705.79	38,172.23	39,656.16
52	35,204.39	36,380.16	37,562.49	38,740.45	39,947.91

53	34,724.68	36,190.03	37,656.47	39,121.81	40,606.83
54	34,898.42	36,313.50	37,726.40	39,133.83	40,606.83
55	36,368.14	37,834.58	39,298.83	40,766.37	42,250.29
56	36,028.30	37,204.08	38,385.31	39,563.27	40,771.83
57	35,383.59	36,793.21	38,207.20	39,616.82	41,064.68
58	45,412.64	47,189.42	48,967.28	50,746.24	52,529.57
59	35,323.49	36,839.11	38,328.49	39,856.12	41,435.12
60	36,086.22	37,499.11	38,910.92	40,321.63	41,792.44
61	37,850.97	38,821.31	39,792.75	40,772.92	41,792.44
62	36,509.10	38,024.71	39,515.19	41,043.92	42,620.72
63	37,446.66	38,953.53	40,456.03	42,030.65	43,607.46
64	37,453.22	38,955.72	40,515.04	42,094.03	43,673.02
65	49,130.10	51,330.85	53,530.51	55,830.70	58,134.17
66	38,709.85	40,211.26	41,771.68	43,349.57	44,928.56
67	39,189.56	40,894.22	42,669.90	44,446.67	46,224.54
68	40,874.55	42,378.14	43,936.37	45,517.54	47,093.26
69	41,396.87	43,174.74	44,952.60	46,731.56	48,511.62
70	41,693.00	43,427.16	45,171.15	46,917.33	48,661.32
71	40,590.44	42,328.97	44,066.40	45,804.93	47,543.46
72	40,709.54	42,697.21	44,684.89	46,693.32	48,707.21
73	41,616.51	43,393.28	45,170.06	46,950.11	48,733.44
74	41,947.60	43,933.09	45,920.76	47,960.88	50,005.37
75	42,245.92	44,232.50	46,217.98	48,229.69	50,242.49
76	43,206.43	45,189.73	47,174.12	49,238.28	51,304.63
77	43,551.73	45,540.49	47,524.88	49,566.10	51,609.50
78	43,588.88	45,790.72	47,988.20	50,290.57	52,591.86
79	44,880.48	46,864.88	48,848.18	50,912.34	52,979.78
80					56,775.91
81	45,359.10	47,344.58	49,326.79	51,392.04	53,458.39
82	45,376.58	47,383.92	49,389.07	51,028.17	53,565.48
83	45,333.97	47,534.72	49,733.28	52,034.57	54,338.04
84	47,884.39	50,145.24	52,402.82	54,703.01	57,003.20
85	51,048.93	54,225.48	57,399.86	60,636.51	63,870.99
86	46,605.90	48,590.29	50,572.50	52,638.85	54,704.10
87	50,088.42	53,264.98	56,439.35	59,673.82	62,910.48
88	53,069.38	56,307.13	59,540.51	62,776.07	66,014.92
89					43,986.63
90	40,850.51	42,351.91	43,853.32	46,198.31	48,544.40
91					25,506.43
92	33,861.42	35,177.07	36,493.80	37,816.00	39,141.48
93	36,751.69	37,927.46	39,108.70	40,287.75	41,495.22
94	36,102.61	37,567.95	39,034.39	40,499.74	41,984.76
95	40,737.96	42,441.52	44,218.29	45,995.06	47,771.84
96	43,551.73	45,537.21	47,524.88	49,565.00	51,610.59
97					35,622.90
98	26,487.70	27,381.55	28,274.31	29,165.98	30,059.83
99	26,126.01	26,998.01	27,880.93	28,754.02	29,631.48

Steps 1, 3, and 5 only applicable to employees hired prior to July 1, 1983.

This schedule "A" shall be effective July 1, 2001

This schedule is applicable to members of Local #650 AFSCME, AFL-CIO.

This schedule is subject to change, and the salary ordinance of the City of Buffalo is the controlling document.

APPENDIX C
Salary and Wage Schedule "A-1"

2002 - 03

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	26,550.67	27,270.86	27,992.17	28,731.40	29,476.23
2	24,548.03	25,199.90	25,852.88	26,510.35	27,167.82
3	29,350.78	30,195.30	31,043.17	31,905.61	32,770.28
4	25,050.93	25,735.28	26,420.75	27,106.21	27,798.40
5	25,629.99	26,350.18	27,071.49	27,810.72	28,555.55
6	25,940.25	26,690.68	27,442.23	28,193.78	28,948.69
7	26,205.70	26,981.89	27,756.96	28,570.11	29,379.90
8	26,373.70	27,123.01	27,873.44	28,626.11	29,379.90
9	27,926.09	28,646.28	29,369.82	30,111.29	30,855.00
10	29,276.86	30,219.94	31,164.14	32,107.21	33,049.17
11	27,722.24	28,308.02	28,890.45	29,472.87	30,057.53
12	34,993.57	36,380.19	37,764.56	39,148.94	40,535.55
13	26,974.05	27,818.56	28,667.56	29,528.87	30,393.55
14	27,498.23	28,347.22	29,196.22	30,057.53	30,921.09
15	27,754.72	28,647.40	29,538.95	30,356.58	31,176.46
16	27,445.59	28,387.54	29,330.62	30,274.82	31,216.78
17	28,069.45	28,958.77	29,852.56	30,671.32	31,494.55
18	29,810.00	30,754.20	31,696.16	32,638.12	33,581.19
19	28,224.02	29,167.10	30,110.17	31,052.13	31,995.21
20	28,356.18	29,299.26	30,242.34	31,186.54	32,128.50
21	28,692.20	29,647.60	30,600.75	31,557.27	32,514.91
22	28,467.07	29,618.47	30,769.88	31,919.05	33,069.33
23	29,603.91	30,560.43	31,513.59	32,468.99	33,425.51
24	40,954.45	42,493.39	44,092.82	45,710.16	47,328.63
25	27,959.69	28,709.00	29,459.43	30,212.10	30,965.89
26	29,729.36	30,838.20	31,945.93	33,076.05	34,208.42
27	30,014.97	31,067.81	32,122.90	33,217.18	34,309.22
28	30,046.33	31,176.46	32,302.10	33,461.35	34,620.60
29	33,322.46	34,542.19	35,765.28	37,001.81	38,237.22
30	30,434.99	31,562.87	32,688.52	33,846.65	35,008.13
31	27,867.84	28,713.48	29,561.35	30,422.67	31,288.46
32	31,016.29	32,069.13	33,123.10	34,217.38	35,310.54
33	30,973.73	32,166.58	33,362.79	34,607.16	35,849.29
34	31,621.12	32,815.08	34,012.41	35,252.30	36,497.79
35	31,695.04	32,893.49	34,103.14	35,335.19	36,570.60
36	31,892.17	33,099.58	34,310.34	35,542.39	36,778.92
37	31,936.97	33,200.38	34,463.79	35,754.08	37,044.37
38	33,568.87	34,832.28	36,095.70	37,381.51	38,675.16
39	29,031.57	29,973.53	30,916.61	31,861.93	32,803.88
40	31,932.49	33,281.02	34,631.80	35,987.05	37,343.53
41	32,727.72	33,947.45	35,169.42	36,407.07	37,643.60
42	33,057.01	34,265.54	35,475.19	36,705.00	37,944.89
43	29,938.81	31,090.21	32,241.62	33,390.79	34,539.95
44	33,005.49	34,354.03	35,703.68	37,060.05	38,418.67
45	31,142.86	32,251.70	33,358.31	34,488.43	35,620.80
46	33,478.15	34,864.77	36,249.14	37,633.52	39,020.13
47	33,630.48	34,986.85	36,338.75	37,690.64	39,045.89
48	32,545.15	33,598.00	34,651.96	35,746.24	36,839.41
49	34,730.36	36,086.74	37,440.87	38,793.88	40,145.78

50	32,616.84	33,810.80	35,007.01	36,251.38	37,493.51
51	34,618.36	36,120.34	37,623.44	39,126.54	40,647.56
52	36,084.50	37,289.66	38,501.55	39,708.96	40,946.61
53	35,592.80	37,094.78	38,597.88	40,099.86	41,622.00
54	35,770.88	37,221.34	38,669.56	40,112.18	41,622.00
55	37,277.34	38,780.44	40,281.30	41,785.53	43,306.55
56	36,929.01	38,134.18	39,344.95	40,552.36	41,791.13
57	36,268.18	37,713.04	39,162.38	40,607.24	42,091.30
58	46,547.96	48,369.15	50,191.46	52,014.90	53,842.81
59	36,206.58	37,760.08	39,286.70	40,852.53	42,470.99
60	36,988.37	38,436.59	39,883.69	41,329.67	42,837.25
61	38,797.24	39,791.84	40,787.57	41,792.25	42,837.25
62	37,421.83	38,975.33	40,503.07	42,070.02	43,686.24
63	38,382.83	39,927.37	41,467.43	43,081.42	44,697.64
64	38,389.55	39,929.61	41,527.91	43,146.38	44,764.85
65	50,358.35	52,614.12	54,868.77	57,226.47	59,587.52
66	39,677.60	41,216.54	42,815.97	44,433.31	46,051.78
67	40,169.30	41,916.57	43,736.64	45,557.84	47,380.15
68	41,896.41	43,437.59	45,034.78	46,655.48	48,270.59
69	42,431.79	44,254.10	46,076.42	47,899.85	49,724.41
70	42,735.32	44,512.84	46,300.43	48,090.26	49,877.85
71	41,605.20	43,387.19	45,168.06	46,950.05	48,732.05
72	41,727.28	43,764.65	45,802.01	47,860.65	49,924.89
73	42,656.92	44,478.11	46,299.31	48,123.86	49,951.77
74	42,996.29	45,031.42	47,068.78	49,159.90	51,255.51
75	43,302.07	45,338.31	47,373.43	49,435.43	51,498.56
76	44,286.59	46,319.47	48,353.47	50,469.24	52,587.24
77	44,640.52	46,679.00	48,713.00	50,805.25	52,899.73
78	44,678.60	46,935.49	49,187.90	51,547.84	53,906.65
79	46,002.50	48,036.50	50,069.38	52,185.14	54,304.27
80					58,195.31
81	46,493.08	48,528.20	50,559.96	52,676.84	54,794.85
82	46,511.00	48,568.52	50,623.80	52,303.87	54,904.61
83	46,467.31	48,723.09	50,976.62	53,335.43	55,696.49
84	49,081.50	51,398.87	53,712.89	56,070.58	58,428.28
85	52,325.15	55,581.12	58,834.85	62,152.43	65,467.76
86	47,771.05	49,805.05	51,836.81	53,954.82	56,071.70
87	51,340.63	54,596.60	57,850.33	61,165.67	64,483.24
88	54,396.11	57,714.81	61,029.02	64,345.48	67,665.29
89					45,086.30
90	41,871.77	43,410.71	44,949.65	47,353.27	49,758.01
91					26,144.09
92	34,707.96	36,056.49	37,406.15	38,761.40	40,120.02
93	37,670.48	38,875.65	40,086.42	41,294.95	42,532.60
94	37,005.17	38,507.15	40,010.25	41,512.23	43,034.38
95	41,756.40	43,502.55	45,323.75	47,144.94	48,966.13
96	44,640.52	46,675.64	48,713.00	50,804.13	52,900.85
97					36,513.47
98	27,149.90	28,066.09	28,981.17	29,895.13	30,811.32
99	26,779.16	27,672.96	28,577.95	29,472.87	30,372.27

Steps 1, 3, and 5 only applicable to employees hired prior to July 1, 1983.

This schedule "A" shall be effective July 1, 2002

This schedule is applicable to members of Local #650 AFSCME, AFL-CIO.

This schedule is subject to change, and the salary ordinance of the City of Buffalo is the controlling document.

APPENDIX D
Salary and Wage Schedule "A-2"
2003 - 04

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1	27,214.44	27,952.63	28,691.97	29,449.68	30,213.13
2	25,161.73	25,829.89	26,499.20	27,173.11	27,847.01
3	30,084.55	30,950.18	31,819.25	32,703.25	33,589.54
4	25,677.20	26,378.66	27,081.26	27,783.87	28,493.36
5	26,270.74	27,008.94	27,748.28	28,505.99	29,269.44
6	26,588.75	27,357.94	28,128.28	28,898.62	29,672.40
7	26,860.84	27,656.44	28,450.88	29,284.37	30,114.40
8	27,033.05	27,801.09	28,570.28	29,341.77	30,114.40
9	28,624.24	29,362.43	30,104.07	30,864.08	31,626.38
10	30,008.78	30,975.44	31,943.24	32,909.90	33,875.40
11	28,415.29	29,015.72	29,612.71	30,209.69	30,808.97
12	35,868.41	37,289.69	38,708.68	40,127.66	41,548.94
13	27,648.40	28,514.03	29,384.25	30,267.09	31,153.38
14	28,185.68	29,055.90	29,926.12	30,808.97	31,694.11
15	28,448.59	29,363.58	30,277.43	31,115.50	31,955.87
16	28,131.73	29,097.23	30,063.89	31,031.69	31,997.20
17	28,771.19	29,682.74	30,598.88	31,438.10	32,281.91
18	30,555.25	31,523.06	32,488.56	33,454.07	34,420.72
19	28,929.62	29,896.27	30,862.93	31,828.44	32,795.09
20	29,065.09	30,031.74	30,998.40	31,966.20	32,931.71
21	29,409.50	30,388.79	31,365.77	32,346.20	33,327.78
22	29,178.74	30,358.94	31,539.13	32,717.02	33,896.07
23	30,344.01	31,324.44	32,301.43	33,280.71	34,261.15
24	41,978.31	43,555.73	45,195.14	46,852.92	48,511.84
25	28,658.68	29,426.72	30,195.91	30,967.40	31,740.04
26	30,472.59	31,609.16	32,744.58	33,902.96	35,063.63
27	30,765.34	31,844.51	32,925.97	34,047.61	35,166.95
28	30,797.49	31,955.87	33,109.66	34,297.88	35,486.11
29	34,155.53	35,405.75	36,659.41	37,926.86	39,193.15
30	31,195.86	32,351.94	33,505.73	34,692.81	35,883.34
31	28,564.54	29,431.32	30,300.39	31,183.23	32,070.67
32	31,791.70	32,870.86	33,951.17	35,072.81	36,193.31
33	31,748.07	32,970.74	34,196.86	35,472.33	36,745.52
34	32,411.64	33,635.46	34,862.72	36,133.61	37,410.24
35	32,487.41	33,715.82	34,955.71	36,218.56	37,484.86
36	32,689.47	33,927.06	35,168.10	36,430.95	37,698.40
37	32,735.39	34,030.39	35,325.38	36,647.93	37,970.48
38	34,408.10	35,703.09	36,998.09	38,316.05	39,642.04
39	29,757.36	30,722.87	31,689.52	32,658.47	33,623.98
40	32,730.80	34,113.05	35,497.59	36,886.73	38,277.12
41	33,545.91	34,796.14	36,048.65	37,317.25	38,584.69
42	33,883.44	35,122.18	36,362.07	37,622.63	38,893.51
43	30,687.28	31,867.47	33,047.66	34,225.56	35,403.45
44	33,830.63	35,212.88	36,596.27	37,986.56	39,379.14
45	31,921.43	33,057.99	34,192.26	35,350.64	36,511.32
46	34,315.10	35,736.39	37,155.37	38,574.36	39,995.64
47	34,471.24	35,861.52	37,247.21	38,632.91	40,022.04
48	33,358.78	34,437.94	35,518.26	36,639.90	37,760.39
49	35,598.62	36,988.90	38,376.89	39,763.73	41,149.42
50	33,432.26	34,656.07	35,882.19	37,157.67	38,430.85
51	35,483.82	37,023.35	38,564.02	40,104.70	41,663.75

52	36,986.61	38,221.91	39,464.09	40,701.69	41,970.28
53	36,482.62	38,022.15	39,562.82	41,102.35	42,662.55
54	36,665.15	38,151.87	39,636.30	41,114.98	42,662.55
55	38,209.28	39,749.96	41,288.34	42,830.16	44,389.21
56	37,852.23	39,087.53	40,328.57	41,566.16	42,835.90
57	37,174.89	38,655.87	40,141.44	41,622.42	43,143.58
58	47,711.66	49,578.38	51,446.25	53,315.27	55,188.88
59	37,111.74	38,704.09	40,268.87	41,873.84	43,532.77
60	37,913.08	39,397.51	40,880.78	42,362.91	43,908.18
61	39,767.18	40,786.64	41,807.25	42,837.05	43,908.18
62	38,357.38	39,949.72	41,515.65	43,121.77	44,778.40
63	39,342.40	40,925.55	42,504.12	44,158.45	45,815.08
64	39,349.29	40,927.85	42,566.11	44,225.04	45,883.97
65	51,617.31	53,929.48	56,240.49	58,657.13	61,077.21
66	40,669.54	42,246.96	43,886.37	45,544.14	47,203.07
67	41,173.53	42,964.48	44,830.06	46,696.78	48,564.65
68	42,943.82	44,523.53	46,160.65	47,821.87	49,477.35
69	43,492.59	45,360.46	47,228.33	49,097.35	50,967.52
70	43,803.71	45,625.66	47,457.94	49,292.52	51,124.80
71	42,645.33	44,471.87	46,297.26	48,123.80	49,950.35
72	42,770.47	44,858.76	46,947.06	49,057.17	51,173.02
73	43,723.34	45,590.07	47,456.79	49,326.96	51,200.57
74	44,071.20	46,157.20	48,245.50	50,388.90	52,536.89
75	44,384.62	46,471.77	48,557.77	50,671.32	52,786.02
76	45,393.75	47,477.45	49,562.31	51,730.97	53,901.92
77	45,756.53	47,845.98	49,930.83	52,075.38	54,222.23
78	45,795.57	48,108.88	50,417.60	52,836.54	55,254.32
79	47,152.56	49,237.41	51,321.11	53,489.77	55,661.88
80					59,650.19
81	47,655.40	49,741.40	51,823.96	53,993.77	56,164.72
82	47,673.77	49,782.73	51,889.40	53,611.47	56,277.23
83	47,629.00	49,941.16	52,251.03	54,668.82	57,088.90
84	50,308.54	52,683.84	55,055.71	57,472.35	59,888.98
85	53,633.28	56,970.65	60,305.72	63,706.24	67,104.45
86	48,965.32	51,050.18	53,132.73	55,303.69	57,473.49
87	52,624.15	55,961.52	59,296.59	62,694.81	66,095.32
88	55,756.02	59,157.68	62,554.75	65,954.11	69,356.92
89					46,213.46
90	42,918.56	44,495.98	46,073.39	48,537.10	51,001.96
91					26,797.70
92	35,575.66	36,957.91	38,341.30	39,730.44	41,123.02
93	38,612.24	39,847.54	41,088.58	42,327.32	43,595.91
94	37,930.30	39,469.83	41,010.51	42,550.04	44,110.24
95	42,800.31	44,590.12	46,456.84	48,323.57	50,190.29
96	45,756.53	47,842.53	49,930.83	52,074.23	54,223.38
97					37,426.31
98	27,828.64	28,767.74	29,705.70	30,642.50	31,581.61
99	27,448.64	28,364.78	29,292.40	30,209.69	31,131.57

Steps 1, 3, and 5 only applicable to employees hired prior to July 1, 1983.

This schedule "A" shall be effective July 1, 2003

This schedule is applicable to members of Local #650 AFSCME, AFL-CIO.

This schedule is subject to change, and the salary ordinance of the City of Buffalo is the controlling document.

APPENDIX E

PARTIAL COMPILATION OF MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES

APPENDIX E

**MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF BUFFALO
DEPARTMENT OF HUMAN SERVICES, PARKS & RECREATION
DIVISION OF SUBSTANCE ABUSE SERVICES
AND
AFSCME LOCAL 650, AFL-CIO**

It is hereby agreed by the parties that bargaining unit employees who are assigned to the Buffalo Municipal Housing Authority (BMHA) – HUD program will be scheduled Monday through Friday, 9:00 AM to 5:00 PM. However, their schedules may be adjusted to accommodate with specified programs and/or special events that are funded by the BMHA-HUD program and whereby, these employees will implement the activities of these specified programs and/or events. It is also understood that the services provided for the specified programs and/or special events will be for the BMHA residents.

The Assistant Director of the Division of Substance Abuse Services will create the schedule for the specified programs and/or special events for these employees and a copy of said schedule will be sent to the union office. The union must be notified, in writing, of any changes and/or deviations in said schedule.

It is further agreed that in the event that any of the employees, affected by this agreement, are subject to work beyond their scheduled time, they will receive applicable compensatory time (time and one-half) for all such time. It is also agreed that any employee who is scheduled to work shifts beginning between 2:00 PM and 7:00 AM will be paid the night shift differential, \$0.30 per hour in accordance with Article III, Section 3.5 of the Collective Bargaining Agreement (CBA) between the City of Buffalo and AFSCME Local 650.

It is agreed that said employees will be provided with security personnel to insure they are escorted to their vehicles at the conclusion of shifts that are other than 9:00 AM to 5:00 PM.

In execution of the above, without precedent or prejudice to either party, the parties have set their hands on this 18th day of May 1999.

AFSCME LOCAL 650

CITY OF BUFFALO

John A. Grieco, Jr. President

James L. Jarvis, Jr. Director
Division of Labor & Employee Relations

Approved as to form

Corporation Counsel

Donald O. Allen, Deputy Commissioner
Department of Human Svcs., Parks & Rec

MEMORANDUM

TO: Paul De Franks, President,
Local 650, AFSCME
David Donnelly, President,
Local 282, IAFF
Kevin Fitzgerald, President,
Local 265 1, AFSCME
Edward McDonald, Business Agent,
Teamsters Local 264
Lt. Robert Meegan, President,
BPBA
Michael Scahill, Business Manager,
IUOE, Local 71
John Scardino, President,
Local 264, AFSCME
Maggie Springs, President
BCGA

FROM: Gregory D. Joos
Director, Labor Relations

DATE: April 3, 1995

RE: **Family and Medical Leave Act - Policy and Procedures**

As you may be aware, the U.S. Department of Labor recently issued its Final Regulations implementing the Family and Medical Leave Act (FMLA) of 1993. These final regulations are scheduled to become effective April 6, 1995. The Final Regs. require, among other things, that we give written notice of our policies with respect to Family and Medical Leave.

The City proposes, therefore, to implement the enclosed as soon as possible to meet our statutory mandated obligations.

If you would like to discuss this matter further, please feel free to contact me directly, prior to April 17, 1995, otherwise, the City of Buffalo will issue this FMLA policy as written.

cc: Eva Hassett, Commissioner
James Jarvis, Assistant Corporate Counsel

FAMILY AND MEDICAL LEAVE POLICY

STATEMENT OF POLICY:

In compliance with the Family and Medical Leave Act (herein referred to as "FMLA"), which was signed into law August 5, 1993, with an implementation/effective date of February 5, 1994, the City of Buffalo will grant job protected unpaid family and medical leave to eligible male or female employees for up to 12 weeks per 12 month period for any one or more of the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
2. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
3. The employee's own serious health condition that prevents the performance of at least one of the essential functions of his/her position.

While FMLA was effective February 5, 1994, for collective bargaining employees, FMLA pre-empts only those aspects of the collective bargaining agreement that are less beneficial than the rights provided in FMLA.

DEFINITIONS:

1. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" - can include common-law relationships. There is, however, special limitation when both spouses are eligible employees of the City of Buffalo. In this case, both employees are limited to a combined total of 12 workweeks of leave if the leave is taken because of the birth or placement of a child or the care of a parent with a serious health condition.
3. "Child" - means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
4. "Serious Health Condition" - of an employee, spouse, child or parent is defined as an illness, injury, impairment, or physical or mental condition of that person which involves:

EITHER:

- a) In-patient care involving at least an overnight stay in a hospital, hospice or residential medical care facility.

OR:

- b) Continuing treatment by a health care provider in any one or more of the circumstances described below:
 - i) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - a) treatment two or more times by a health care provider, (or by others under the supervision of or on orders of or referral by a health care provider), or
 - b) treatment by a health care provider on a least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider.
 - ii) Any period of incapacity due to pregnancy, or for prenatal care.
 - iii) Any period of incapacity, or treatment for such incapacity, due to a "chronic serious health condition", which is defined as one that:
 - a) requires periodic visits to a health care provider; and
 - b) continues over an extended period of time, and
 - c) may cause episodic rather than a continuing period of incapacity.
 - iv) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or immediate family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (i.e. Alzheimer's, severe stroke or the terminal stages of a disease.)

COVERAGE AND ELIGIBILITY

- 1. To be eligible for family/medical leave an employee must:
 - a) Have worked for the City of Buffalo for at least 12 months; and
 - b) Have worked at least 1250 hours over the previous 12 month period.

INTERMITTENT OR REDUCED LEAVE

- a) An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member's or the employee's own serious health condition, when "medically necessary." "Medically necessary" means there must be a medical need for leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
 - b) The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
2. An employee may take leave intermittently or on a reduced leave schedule for the birth or placement for adoption or foster care of a child only with the consent & approval by the individual department head and/or Commissioner.
 3. For part-time employees and those who work variable hours, family and medical leave entitlements are calculated on a pro-rata basis. A weekly average of the hours worked in the 12 weeks preceding the start of the leave should be used for calculating the employee's normal workweek.

SUBSTITUTION OF PAID VACATION TIME

1. An employee will be required to substitute accrued paid vacation time for any part of a family/medical leave taken for any reason.
2. If an employee has exhausted accrued paid vacation time prior to or will exhaust during a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

NOTICE REQUIREMENT

1. An employee is required to give 30 days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee and returned to the Division of Labor Relations. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, to be followed by a completed "Request for Family/Medical Leave" form.
2. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.

MEDICAL CERTIFICATION

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee will be required to submit a completed "Physician/ Practitioner Certification" form (see attached) and return the certification to the Division of Labor Relations. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.
2. The City may require a second (or third opinion) at its' own expense, periodic reports on the employee's status and intent to return to work, and a fitness-for duty report to return to work.

All documentation related to an employee's or family member's medical condition will be held in strict confidence and maintained in a separate employee medical records file.

EFFECT ON BENEFITS

1. A full-time employee granted a leave under this policy will continue to be covered under the City's group medical and life insurance plans with the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
2. Any employee contributions (where applicable) will be required either through payroll deduction or by direct payment to the City. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates as may occur while the employee is on leave.
3. If an employee's contribution is more than 30 days late, the City may terminate insurance coverage's.
4. If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the City for all delinquent payments (through a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
5. If the employee fails to return from family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member thereof, or (2) circumstances beyond the control of the employee (certification required within 30 days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the City on behalf of that employee during the period of leave.

6. Family/Medical leave will be treated as continuous service (i.e., no break in service) solely for the purposes of vesting and eligibility to participate in any applicable retirement program.
7. Employees do not receive or accrue any other employment benefits while on Family/Medical leave, and accrue no seniority, unless specifically provided for by a collective bargaining agreement. However, to the extent that an employee is taking an otherwise available leave concurrent with Family/Medical leave, any benefits or accruals which may be associated with the available leave will be in effect for the duration of that leave period.

JOB PROTECTION

1. If the employee returns to work following the conclusion of a family/medical leave, (maximum of 12 weeks) he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits and status.
2. The employee's restoration rights are the same as they would have been as if the employee had not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the said leave, the employee would not have the right to be reinstated upon return from leave in these instances.
3. If the employee fails to return following the conclusion of a Family/medical leave, the employee will be reinstated to his/her same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

FAMILY/MEDICAL LEAVE FORMS AND INFORMATION TO BE SUBMITTED BY THE EMPLOYEE:

1. Request for Family/Medical Leave;
2. Certification of Health Care Provider; (DOL Form WH-380)

Questions concerning this policy and procedures should be directed to the Division of Labor Relations, Room 225, City Hall, Buffalo, NY 14202.

CITY OF BUFFALO

REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name: _____ Date of Request: ____/____/____

Department: _____ Title _____

Date of Hire: _____

I hereby request a Family/Medical Leave as provided under FMLA for the following reason:
(Check one)

_____(A) The birth of a child and in order to care for such child or the placement of a child for adoption or foster care.

_____(B) In order to care for an immediate family member (Circle one: CHILD - SPOUSE - PARENT) if such family member has a serious health condition. A "*Physician or Practitioner Certification*" - must be submitted within 15 days of this application.

_____(C) Employee's own serious health condition that makes the employee unable to perform the functions of his/her position. A "*Physician or Practitioner Certification*" must be submitted within 15 days of this application.

Method of Leave Requested:

_____(A) Consecutive Leave _____(B) Intermittent or Reduced Leave

Date Leave is to begin: ____/____/____ Duration of leave _____

If the duration of my family/medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or equivalent position. I understand that if my family/medical leave should exceed 12 weeks, I will be returned to my same or similar position, only if available, in accordance with applicable laws. If the same or similar position is not available, I understand that I may be terminated.

Employee Signature

Date

SETTLEMENT AGREEMENT

In the Matter of

AFSCME Local 650, AFL-CIO

And

City of Buffalo

(Grievance #97-003 – Vacation Scheduling)

In full settlement of grievance #97-003, files by AFSCME Local 650, AFL-CIO (“Local 650”), dated January 30, 1997, the following agreement has been reached by the undersigned parties:

1. For each calendar year, in no event later than January 15th of that year, the Department of Assessment will provide notice that vacation leave requests for that calendar year for Local 650 bargaining-unit members must be submitted by a specified date, which shall be 14 calendar days after such notice. The Department shall ensure that employees on leave, for whatever reason, shall receive all notifications required under this agreement.
2. After the deadline for submission of vacation leave requests, the Department of Assessment will review the requests, subject to the provisions of Section 7.3 of the collective bargaining agreement, (“cba”). Section 7.3 of the cba shall control; approval of vacation leave requests shall not be unreasonably withheld, and if the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority with the City shall be given his or her choice of vacation period in the event of any conflict.
3. If, after this review, an employee is denied a vacation leave request, he or she shall be given the opportunity to submit a supplemental vacation leave request within a reasonable time limit set by the Department. Such supplemental vacation leave request will be *reviewed pursuant* to the provisions of Paragraph “2”.
4. Subsequent vacation leave requests shall be reviewed pursuant to the provisions of the cba.
5. This paragraph shall apply to the remainder of 1997 only: employees in the Department shall be canvassed before September 15 to determine, to the extent such employees have available vacation leave accruals, or will have such accruals at the time the vacation will be taken, whether any such employees desire vacation on days now taken by less senior employees. Should any such employees desire a day already taken by less senior employees, they shall be given the opportunity to take the day as vacation.

Dated: August 19, 1997
Buffalo, New York

AFSCME Local 650

City of Buffalo
Director of Labor Relations

Approved as to Form

Department of Assessment

MEMORANDUM OF AGREEMENT
between
CITY OF BUFFALO
and
AFSCME LOCAL 650, AFL-CIO

WHEREAS the City of Buffalo (hereinafter "City") had requested that AFSCME Local 650, AFL-CIO (hereinafter "AFSCME 650" or "union") negotiate to amend Article VI of the parties' collective bargaining agreement (hereinafter "cba") to provide for a single provider of medical insurance: and

WHEREAS the cost-savings to the City of using a single provider are sufficient that the City will restore to the budget moneys for retaining Union-represented employees who had been slated for layoff; and

WHEREAS other issues between the parties for a successor cba shall be negotiated at a later date;

NOW, THEREFORE, the City and AFSCME 650 agree to amend (and to clarify) effective July 1, 2004, Article VI of the collective bargaining agreement currently in effect (the July 1, 1998 to June 30, 2001 cba, with July 1, 2001 to June 30, 2004 amendments), as follows:

1. Amend Section 6.1 by removing the entire text thereof and substituting the following:

The City will pay 100% of the premium for the two (2) lowest cost plans. Employees will have the option of selecting their health plan. If an employee selects a plan other than one of the two (2) lowest cost plans, he will pay the difference between the plan he selects and Traditional Blue POS 201/201 Plus. All medical plans will provide prescription coverage for oral contraceptives. The City will make a Section 125 Plan available for employees to tax defer any applicable contributions.

Effective July 1, 2004, there shall be a single medical insurance provider (Blue Cross) with the following three plans:

- (1) Traditional Blue 901;
- (2) Traditional Blue POS 201/201 Plus; and
- (3) Traditional Blue POS 204/204 Plus (for new hires only).

The terms of each plan are appended hereto as Exhibit 1 (Traditional Blue 901), Exhibit 2 (Traditional Blue POS 201/201 Plus), and Exhibit 3 (Traditional Blue POS 204/204 Plus, and such terms are hereby made a part of this agreement.

All Health Insurance coverages specified in the collective bargaining agreement are subject to product availability from the carrier. Provided the coverage specified is available, it will be provided as specified. If the health insurance carrier unilaterally reduces the coverage offered, the City is responsible to maintain the most similar coverage available by the health insurance carrier. If such a reduction in coverage offered is unilaterally imposed by the health insurance carrier, the parties agree to negotiate a resolution.

New hire contribution to medical insurance: Effective October 1, 1999, all new hires will receive the lowest cost product at no cost with a 105H plan. If an employee selects another plan other than the lowest cost product they will pay twenty-five (25) percent of the monthly premium of the core coverage for single coverage and (15) percent of the monthly premium of the core coverage for family coverage. For the purposes of this section, "new hire" shall not include any person with prior "City Service" as defined in

Section 1.12 of this agreement, or a person with service in any City agency preceding their employment with the City.

Effective July 1, 2003, all new hires will receive the lowest cost product at no cost with a 105H plan. The 105H account balance for the year 2003 through June 30, 2004 will be no less than \$750 (family). On July 1 of every subsequent year, the City shall place into the 105H account of each employee who is receiving the lowest cost plan an amount equal to one-half the difference for that fiscal year between the lowest cost plan and the second lowest cost plan. If an employee selects another plan other than the lowest cost product they will pay twenty-five (25) percent of the monthly premium of the core coverage for single coverage and (15) percent of the monthly premium of the core coverage for family coverage. For the purposes of this section, "new Hire" shall not include any person with prior "City Service" as defined in Section 1.12 of this agreement, or a person with service in any City agency preceding their employment with the City.

All employees will continue to be covered by the selected plan in effect for the period of (1) one year following the expiration of their sick leave time upon such terms as required by the contract of coverage. The City will continue to pay the full cost of the lowest cost plan. Any contribution made by employees can be paid directly to the City, or upon their return to work the contributions due will be deducted from their paychecks.

Employees will continue to be offered HMO coverage under the current practice and procedures. However, for the period which commences when the Blue Cross/Blue Shield coverage is switched to a Blue Cross Plan, to July 1, 1993, no employee will be required to pay more for HMO coverage than the cost of the employee contribution prior to the switch.

Each new employee appointed to any position represented by the Union in any capacity, on or after July 1, 1993 shall be eligible for medical, dental and life insurance benefits on the first day of the month following the completion of six (6) months of service in said position. An employee who has not yet fulfilled his or her eligibility period as outlined above shall be permitted to participate in the group medical, dental and life insurance plans provided the employee assumes the entire cost of the premium born by the City on behalf of the employee.

Employees on an approved leave of absence without pay who continue to receive medical insurance provided by the City will not be required to make contributions during the term of the leave of absence. Upon their return to work, the contributions due will be deducted from their paychecks.

Employees must notify Labor Relations of changes in marital/dependent status within twenty-one (21) days of the change.

2. Amend section 6.2 to read as follows:

RIDER COVERAGE

The City will provide the following Blue Cross benefit riders:

- (A) Major Medical – unlimited lifetime maximum - \$50.00 Deductible
- (B) Drug Prescription Rider – Co-Pay \$1./5. with mail order, including oral contraceptives.